



Cornell University ILR School

BLS Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the BLS Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/blscontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements (for a glossary of the elements see -
<http://digitalcommons.ilr.cornell.edu/blscontracts/2/>)

Title: **Noranda Aluminum, Inc. and United Steelworkers of America (USWA), AFL-CIO-CLC Local 7686 (2002)**

K#: **2674**

Employer Name: **Noranda Aluminum, Inc.**

Location: **MO New Madrid**

Union: **United Steelworkers of America (USWA), AFL-CIO-CLC**

Local: **7686**

SIC: **3334**

NAICS: **331312**

Sector: **P**

Number of Workers: **1000**

Effective Date: **09/01/02**

Expiration Date: **08/31/07**

Number of Pages: **105**

Other Years Available: **N**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

K# 2674

Agreement

Between

Noranda Aluminum, Inc.

and

**United Steelworkers
of America**

Local 7686

Dated September 1, 2002

- 8/31/2007

THIS AGREEMENT

made and entered into this first day of September, 2002.

BY AND BETWEEN:

NORANDA ALUMINUM, INC., a corporation organized and existing under the laws of the State of Delaware, hereinafter called the "Company".

Party of the first part

--AND--

THE UNITED STEELWORKERS OF AMERICA, A.F.L.-C.I.O.-C.L.C., for itself and on behalf of its Local No. 7686 a voluntary non-incorporated association of employees, hereinafter called the "Union".

Party of the second part

WITNESSETH that the parties hereto agree as follows:

ARTICLE 1

Purpose of Agreement

1.01 It is the intent and purpose of the parties to set forth herein the terms of agreement governing rates of pay, hours of work and conditions of employment to be hereinafter observed by both parties. It is the further intent of this Agreement to set forth certain specific terms to maintain prompt and equitable means of settling grievances.

ARTICLE 2

Definition and Recognition

2.01 The words "Employee" or "Employees" wherever used in this Agreement shall mean and include all hourly-paid Production, Technical and Maintenance employees employed at the Company's facilities located in St. Jude Industrial Park, New Madrid, Missouri, excluding all office and plant Clerical and Professional Employees, salaried employees, Guards and Supervisors as defined in the Act.

Any reference to gender that is included in the language of this contract is used for expedience and clarification purposes only. The Company and Union agree, as stated in paragraph 5.01, that there will be no discrimination against any employee because of the employee's gender.

2.02 As a result of and pursuant to an election conducted by the National Labor Relations Board on December 22, 1970, the Company recognizes the Union as the sole and exclusive bargaining agent for the employees in the unit as limited and defined by the certification of The National Labor Relations Board in Case No. 14-RC-6615 dated December 31, 1970, and later redefined in the Certification of the National Labor Relations Board in Case No. 14-RC-9772 dated November 7, 1983.

ARTICLE 3

Management

3.01 Subject to the provisions of this Agreement, the Union agrees that the Company has the exclusive right and power:

- a) To direct employees, make and alter rules of conduct and procedure for employees, and to maintain order, safety, discipline and efficiency among employees.
- b) To hire, discharge, discipline, lay-off, classify, assign, transfer, promote, and demote employees, provided, however, that if any employee believes that he has been discharged or disciplined without just cause or that any other application of the foregoing rights is in conflict with the provisions of this Agreement, he may have the matter dealt with under the Grievance Procedure.
- c) Generally to manage the industrial enterprise in which the Company is engaged and, without restricting the generality of the foregoing, to manage the plant, determine the products to be manufactured, the methods of manufacturing, the schedules of production and work, the numbers and classifications of employees required for any and all operations, the kinds and locations of machines and tools to be used, the processes of manufacturing, the engineering and designing of its products, the control of materials and operations, the materials or parts to be incorporated in the products produced and to extend, limit, curtail or cease, at any time, any and all operations.

3.02 It is understood that sub-contracting will not result into employees of the Company being laid-off or losing their employment or being likewise affected.

The Company acknowledges that the contracting out of work which could otherwise be performed by the Company with its own employees is a matter of concern to the Union and should situations arise where it becomes necessary to subcontract out, the Company will consider the following: the availability of adequate manpower, type of work being sub-contracted, if it has been successfully done by the Company using its own employees, tools and equipment available and such other factors as may be necessary.

Day to day work will be performed by the plant employees.

Accordingly, the Company agrees that, prior to contracting out any such work, it will notify the Local Union President or his designee of its intention to do so and will afford the Union an opportunity to discuss the matter prior to the final decision to contract out the work. The Company will meet quarterly with the Union's subcontracting committee to review progress of current projects and discuss future projects. For the purpose of any such discussion, the Company agrees to make available to the Union full information concerning the economic, operating or other reasons underlying its decision with respect to such contracting out, in order to ensure the protection guaranteed above.

The Company will give full consideration to any comments or suggestions by the Union as to any alternative plans proposed by the Union concerning the work to be contracted out.

After the meeting with the Local Union President or his designee, any resolution by the parties shall be final and binding. If however, the matter is not resolved or the Company has not properly notified the Union of its intention to sub-contract the work, a grievance may be entered at Step III of the Grievance Procedure.

3.03 All rights, management rights or others, which have not been specifically granted, released or modified by the terms of this Agreement, are hereby reserved and exclusively vested in the Company.

3.04 When considering the appropriate disciplinary action, the Company will not take into account any employee records which are twelve (12) months old or older.

ARTICLE 4

Union Security

4.01 Every employee, who is now or hereafter becomes a member of the Union, shall maintain his membership in the Union as a condition of his employment, and every new employee whose employment commences hereafter shall, within thirty (30) days from commencement of his employment, apply for and maintain membership in the Union as a condition of his employment. Any employee who has paid or tendered to the Union an amount equivalent to Union dues required as a condition for acquiring and retaining membership in the Union shall be deemed to be in compliance with the foregoing provision.

4.02 During the term of this Agreement, the Company will deduct from the wages owing to each employee, who has duly executed a written assignment of wages for Union dues, assessments and initiation fees on the payday of each calendar week, or the next subsequent payday if no wages are due that week, as designated by the International Treasurer of the Union. Such amount shall be remitted to the International Treasurer of the Union within two (2) weeks following such deduction to the address which he authorizes for this purpose.

4.03 The Assignment referred to in Section 4.02 must be received by the Company no later than the tenth (10th) day of the month for which the deduction is to be made.

4.04 The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of any action taken by the Company for the purpose of complying with any Section of this Article.

4.05 Except as provided for in this Agreement, there shall be no Union activity during working time.

4.06 The Company and the Union agree that there will be no discrimination against any employee because of his membership and/or activity in the Union.

4.07 To enable the local Union to properly educate new members on Union history, collective bargaining and the benefits of Union representation, the Company agrees to furnish the Local, on a weekly basis, the names, addresses and telephone numbers of all new bargaining unit employees.

ARTICLE 5

Equal Opportunity Employment

5.01 The Company and the Union agree that there will be no discrimination against any employee because of age, race, creed, color, religion, sex, national origin, handicap or Vietnam era veterans.

5.02 The Company shall recognize a Civil Rights Committee composed of a maximum of three (3) employees selected by the Union. This Committee will be empowered to investigate and recommend terms of resolution for any and all claims of employee discrimination because of age, race, creed, color, religion, sex, national origin, handicap or Vietnam era veterans.

The Committee will meet not less than once a month on a regular date and at a time fixed therefore, such as the first Tuesday beginning at 3:00 p.m. and at such other times as can be scheduled upon reasonable request by either a majority of the Union designated members or a majority of the Company designated members of the Committee.

Minutes of each Committee meeting will be reduced to writing by the Company and signed by all members of the Committee with notation of any disagreement or exception taken by any member. Copies of such minutes and records, as soon as possible, will be provided to the Company Human Resources Manager and the Union's International Representative.

Within five (5) working days from the Company's receipt of any recommendation by the Committee for the resolution of an employee claim of discrimination the Company, through its Human Resources Manager, will reply to the Committee indicating the Company's acceptance, rejection or alternative proposals with respect to any such proposed resolution. The Committee, within twenty-four (24) hours of its receipt of the Company's response will notify the affected employee of the Company's response. If the affected employee determines that such response is not acceptable and if said employee's claim involves a complaint or disagreement subject to the contract's grievance and arbitration procedure, then the affected employee may proceed to file such complaint or disagreement under and pursuant to the time limitations of Article 7 of the Labor Agreement.

5.03

- a) The employee(s) concerned and members of the Civil Rights Committee shall not lose pay when presenting a complaint alleging violation of Section 5.01. The Civil Rights Committee shall not lose pay when attending scheduled Civil Rights Committee meetings.
- b) A Group complaint will be presented by not more than four (4) employees accompanied by the Civil Rights Committee.

ARTICLE 6

Stewards and Grievance Committeemen

6.01 The Stewards and Grievance Committeemen, herein referred to, shall be appointed by the Union and shall be employees having completed their probationary periods as provided in Section 10.12. There shall not be more than (1) Steward for each twenty (20) employees, excluding the Grievance Committee.

The Grievance Committee shall be composed of four (4) employees: President of the Local, Chief Steward, Assistant Chief Steward and Departmental Steward.

6.02 The Union shall prepare in writing and submit to the Company a list of its appointed Stewards and Grievance Committeemen. From time to time the Union will provide an updated active Steward list to the Company.

6.03 The Company will indicate by posted notice the management representatives designated from time to time to handle matters at various steps of the Grievance Procedure.

6.04 The Union acknowledges that Stewards and Grievance Committeemen, like other employees, have regular duties to perform on behalf of the Company. As far as practicable, the Grievance Procedure shall be carried out during working hours. If it is necessary, permission to take time off during working hours shall not be unreasonably withheld to an Employee and/or Steward in order to investigate a grievance, provided mutually satisfactory arrangements have been made with the Supervisor concerned (including Supervisors in charge of sections the employee and/or Steward wishes to visit for investigation purposes). The Company shall pay the employee and/or the Steward at his basic hourly rate for a reasonable amount of time for the investigations.

The Employee and the Steward shall not lose pay when presenting a Grievance at Step One or Two of the Grievance Procedure.

The Employee(s) concerned and members of the Grievance Committee will not lose pay when presenting a Grievance.

If a grievance or investigative meeting is requested during the first half of a shift, the meeting shall be held at least one (1) hour before the end of that shift. If the meeting is requested during the last half of a shift, the Company shall have the option of holding the meeting on the current shift provided such meeting is held at least one (1) hour before the end of the current shift, or on the first half of the employee's next regular scheduled shift.

6.05 If an employee is going to be affected by an investigative meeting regarding discipline, he will be afforded the assistance of a Steward at that meeting.

ARTICLE 7

Grievance Procedure

7.01 An employee should attempt to settle any complaints or disagreements with his immediate Foreman before proceeding with the Grievance Procedure.

7.02 It is agreed that the settlement of any grievance shall not conflict with the provisions of this Agreement. Any settlement shall be binding on the Company, the Union and the employee(s) concerned.

7.03 Should any question arise concerning the application, interpretation, or an alleged violation of the provisions of this Agreement, between the Company, the Union and any employee(s), the following procedure shall apply:

STEP ONE

7.04 The Parties hereto are agreed that complaints of employees shall be dealt with as quickly as possible. If an employee (or employees) has any complaint it shall first be presented verbally to his Foreman. The employee can have the assistance of his Steward or a Steward reasonably familiar with the area if he so wishes. The Steward may request the Chief Steward or Assistant Chief Steward be present. If the complaint is not settled to the satisfaction of the employee (or employees) concerned within twenty-four (24) hours, then the following Grievance Procedure shall apply.

STEP TWO

7.05 Within six (6) days of the alleged Grievance, the employee, accompanied by the Chief Steward and/or Assistant Chief Steward or Departmental Steward, shall present the written grievance, referred to in Step One, to the Department's General Foreman or someone designated by the General Foreman to handle such matters at Step Two.

The General Foreman or his designated representative may be accompanied by other representatives of the Company. The General Foreman shall reply in writing within five (5) days of the presentation of the Grievance under Step Two. Failing any satisfactory settlement within such five (5) day period, the Grievance Committee may proceed to Step Three.

STEP THREE

7.06 Within five (5) days from the expiration of the five (5) day period referred to in Step Two, the Grievance Committee, with or without the employee, shall present the written grievance, referred to in Step Two, to the Department Superintendent, or someone designated by the Department Superintendent to handle such matters at Step Three. The Department Superintendent or his designated representative may be accompanied by other representatives of the Company. The Department Superintendent shall reply in writing within five (5) days of the presentation of the Grievance under Step Three. Failing satisfactory settlement within such five (5) day period, the Grievance may be referred to Step Four.

STEP FOUR

7.07 Within seven (7) days from the expiration of the five (5) day period referred to in Step Three, the International Representative of the Union, with or without the employee, accompanied by not more than four (4) members of the Grievance Committee, shall present the written grievance referred to in Step Three, to the Human Resources Manager or someone designated by the Human Resources Manager to handle such matters at Step Four.

The Human Resources Manager or his designated representative may be accompanied by other representatives of the Company. The Human Resources Manager or his designated representative shall reply in writing within five (5) days of the presentation of the Grievance under Step Four. Failing satisfactory settlement within such five (5) day period, the grievance may be referred to arbitration by giving written notice to the Company within ten (10) days from the expiration of such five (5) day period.

GENERAL PROVISIONS

7.08 In determining the time within which any action is to be taken in each of the four (4) steps of the Grievance Procedure, Saturdays, Sundays, and the paid Holidays set out in Section 15.01 shall be excluded.

7.09 Any and all time limits fixed by this article may be extended only by mutual agreement between the Company and the Union, but under no circumstances will the time limit exceed thirty (30) days.

7.10 Time is of the essence and the advantage of the provisions of this Article must be taken within the time limits prescribed herein, or as extended as set out in Section 7.09 above.

7.11 Where two (2) or more employees have complaints concerning the application, interpretation or alleged violation of the provisions of this Agreement which are sufficiently common in nature to be dealt with together, they shall constitute a Group Grievance. If the employees concerned are in the same Department, the matter shall be submitted to their Foreman at Step One of the Grievance Procedure.

If the employees concerned are in different Departments, the matter shall be submitted at Step Two to one (1) of the Department's General Foreman concerned, who shall reply on behalf of all the Departments concerned. The Group Grievance shall be presented by not more than four (4) employees together with the Chief Steward or Assistant Chief Steward and/or Departmental Steward.

7.12 Any Grievance and/or difference which arises directly between the Union and the Company concerning the interpretation, application or alleged violation of this Agreement, instead of following the procedure hereinbefore set out, may be submitted in writing on a Grievance form by the President of the Local or his designated representative to the Company with opportunity to be provided within seven (7) days for oral discussion between the International Representative of the Union accompanied by the Grievance Committee, and the Human Resources Manager accompanied by other representatives of the Company. The decision of the Company shall be given within seven (7) days after such meeting. Failing satisfactory settlement within such seven (7) day period, the grievance may be referred to arbitration by giving written notice to the Company within ten (10) days from the expiration of such seven (7) day period.

7.13 Disputes arising from the denial of benefits under Article 22 of the Collective Bargaining Agreement shall be resolved under the administrative appeal procedures identified in the respective plan description. After a final decision by the Plan Fiduciary, any further appeal shall be made within sixty calendar days and be subject to binding arbitration through the Arbitration Procedure of the Collective Bargaining Agreement. The arbitrator shall be required to apply an arbitrary and capricious standard of review in resolving the claim and is limited to the evidence before the Claims Fiduciary.

7.14 No dismissal, discharge, or disciplinary lay-off in excess of five (5) days will be imposed until a suspension period of up to five (5) days has elapsed. In cases of imposed discipline of a suspension of five (5) days or more, written notice of such action and reason thereof shall be given to the employee and his Grievance Representative. The employee may request a meeting upon receipt of such notice.

The employee's General Foreman will meet with the employee, accompanied by his Grievance Representative, as soon as practical but no later than three (3) days (excluding Saturdays, Sundays, and Holidays) from receipt of Notice for the purpose of reviewing the discipline. Disposition of the imposed discipline will be made known in this meeting.

In the event the matter is not resolved, it may be presented at Step Three of the Grievance Procedure within five (5) days after the meeting and disposition as mentioned above.

7.15 If an employee believes that he has been discharged without just cause, the matter may be presented at Step Three of the Grievance Procedure within five (5) days after written notice of such discharge has been given and not otherwise.

7.16 If it is determined or agreed at any step of the Grievance Procedure that any employee who has been discharged or suspended without just cause or laid off contrary to the provisions of this Agreement, the Company will reinstate such employee with compensation for time lost which is just and equitable in the opinion of the parties.

7.17 When the Company and the International Union Representative schedule Fourth Step Grievance meetings, all grievances being held for Fourth Step hearings will be scheduled, unless both the Company and the Union agree otherwise.

7.18 Any settlement made at Step One or Step Two shall be made without precedent or prejudice to the interest of either party or any other Bargaining Unit Employee.

ARTICLE 8

Arbitration

8.01 In any case referred to arbitration under Section 7.07, 7.12 or 7.13, the Union and the Company shall attempt to agree upon an Arbitrator within seven (7) days from the date of receipt of notice of arbitration.

8.02 Should the Union and the Company fail to agree upon the appointment of an Arbitrator, either party may then request the Federal Mediation and Conciliation Service to provide a list of five (5) Arbitrators, experienced in the field of the subject to be arbitrated, from which an Arbitrator will be chosen by each party, striking alternately two (2) names from the panel, and the remaining Arbitrator shall serve in the case.

8.03 The expenses of the Arbitrator shall be borne in equal shares by the Union and the Company. Court Recorder and transcript expenses will be borne by the party (or parties) requesting service.

8.04 Witness Fees and Allowances shall be paid by the Party calling such witness.

8.05 No Costs of Arbitration shall be awarded to or against either party.

8.06 The decision of the Arbitrator as to the facts as to the interpretation, application, administration or alleged violation of the provisions of the Agreement shall be conclusive and binding upon all parties concerned, but in no case shall the Arbitrator be authorized to alter, modify, amend or add to any part of this Agreement.

8.07 The Arbitrator shall render his decision in writing and a copy thereof shall be submitted to the Company and the Union.

8.08 The Arbitrator shall be requested to render his decision within thirty (30) days from the close of the hearing.

8.09 If it is determined or decided by an Arbitrator that any employee who has been discharged or suspended without just cause or laid off contrary to the provisions of this Agreement, the Company shall reinstate such employee with compensation for time lost which is just and equitable in the opinion of the Arbitrator.

8.10 No pre- or post-hearing briefs will be presented when presenting arbitration between the Parties.

8.11 Expedited arbitration procedure as specified by Agreement dated August 26, 1977, will be included in the Labor Contract.

MINI-ARBITRATION PROCEDURE

Notwithstanding any other provision of the basic labor agreement, the following expedited arbitration procedure is hereby adopted. The expedited arbitration procedure is designed to provide prompt and efficient handling of routine cases. This procedure shall remain in effect until August 31, 2007, unless extended by agreement between the appropriate representatives of the parties to the basic labor agreement.

A panel of arbitrators shall be designated by representatives of the parties. Their expenses and fees shall be borne equally by the Company and the local Union.

1. The expedited arbitration procedure shall be implemented in the light of the circumstances existing at Noranda Aluminum, Inc., with due regard to the following:
 - a) As to any grievance appealed to Step No. 4 of the grievance procedure, the parties' Step 4 representative shall within ten (10) days* after receipt of such appeal, review the grievance and grievance record and shall communicate with one another to determine whether such grievance shall be referred to the expedited arbitration procedure. If either party's Step 4 representative disagrees, the grievance shall not be submitted to this expedited arbitration procedure.
2. Time requirements for regular appeal to Step No. 4 shall then apply. If the parties' Step 4 representatives agree to refer the grievance to the expedited arbitration procedure, the following shall govern:
 - a) As to any grievance referred back to Step 3, the parties' Step 3 representatives shall again attempt to settle the grievance. If they are unable to settle the grievance, the Union Step 3 representative may appeal the grievance to the Expedited Arbitration Procedure by notifying the Company's Step 4 representative within seven (7) days of receipt of the referral of the grievance from Step 4. In such case, the procedure outlined in sub-paragraph (b) below shall be implemented.

- b) The list of members of the panel shall be maintained alphabetically and requested by proper rotation. A panel member shall be contacted and requested to serve on the case or cases designated for expedited arbitration at a time and place agreed upon by the Step 4 representatives or their designees. The date for the hearing shall be within ten (10) days of the appeal unless an extension of time is mutually agreed to by the Step 4 representatives or their designees. The rotation shall be followed until a panel member accepts the assignment. The next assignment shall be offered to the next panel member in the rotation.
3. The hearings shall be conducted in accordance with the following:
- a) The hearing shall be informal.
 - b) No briefs shall be filed or transcripts made.
 - c) There shall be no formal evidence rules.
 - d) Each party's case shall be presented by a previously designated representative, who shall be the plant and local union representatives.
 - e) The Arbitrator shall have the obligation of assuring that all necessary facts and considerations are brought before him by the representatives of the parties. In all respects, he shall assure that the hearing is a fair one.
 - f) If the Arbitrator or both parties conclude at the hearing that the issues involved are of such complexity or significance as to require further consideration by the parties, the case shall be referred to the 4th Step and it shall be processed as though appealed on such date.
4. The Arbitrator shall render his decision within 48 hours after conclusion of the hearing. His decision shall be based on the record developed by the parties before and at the hearing and shall include a brief written explanation of the basis for his conclusion. These decisions will not be used as a precedent in any discussion of grievances at any step of the grievance or regular arbitration procedure or expedited arbitration procedure.

5. Any grievance appealed to this expedited arbitration procedure must be confined to issues which do not involve novel problems and which have limited contractual significance or complexity.
6. The decisions in Expedited Arbitration shall be consistent with the decisions of the Permanent Umpire, except in those instances where the decisions of the Permanent Umpire concern different Exception Agreements or Local Understandings than those involved in the particular case being heard.
7. Copies of decision shall be mailed to the following:
 - a) Local Union Representatives
 - b) Union Staff Representative
 - c) U.S.W.A., Contract Administration Department
 - d) Company Step 4 Representative
 - e) Company's Human Resources Manager

*All days referred to in this Expedited Arbitration Procedure shall be defined as "calendar days" and all specified time limits shall be considered exclusive of Saturdays, Sundays and Holidays.

ARTICLE 9

No Cessation of Work

9.01 The Union agrees that there shall be no Strike, Stoppage, Slowdown, Restriction of Output, Interruption, or Impeding of Work by any or all employees during the life of this Agreement and that any or all employees instigating or participating in any of the above mentioned activities shall be subject to discharge. In return, the Company agrees that there shall be no Lock-out during the life of this Agreement.

9.02 The Company will give the Union a minimum of ninety (90) days written notice of its intention to close permanently the Plant. The Company will meet with the appropriate Union representatives at their request, in order to provide them with an opportunity to discuss the Company's proposed course of action. The final closure decision shall be the exclusive function of the Company. This notification provision shall not be interpreted to offset the Company's right to lay off or in any other way reduce or increase the work force in accordance with other provisions as set forth in this Agreement.

The Company will provide outplacement services (typing of resumes, list of known job openings and use of company telephone) to employees laid off because of a permanent plant closure. In no case shall any individual employee receive outplacement services costing in excess of \$100. These services may be requested any time after notification of plant closure is given. These services, if requested, must be used within sixty (60) days after the plant closure. The Company is not liable for any outplacement services not used.

ARTICLE 10

Seniority

10.01 The "Seniority" of an individual employed by the Company means the length of his continuous service with the Company at its New Madrid facility since the date of his last hiring by the Company, except as expressly provided herein.

10.02 The Company shall prepare and post a Seniority List in January and July of each year showing the last hiring date of each employee. Changes or corrections should be brought to the attention of the Company within one (1) week after such posting. Thereafter, it shall be assumed that the list is correct. A copy of such List shall be supplied to the Union.

A Plant-wide Employee Seniority List will be posted in an area conspicuous to all employees involved.

10.03 The Seniority of an employee will be lost when:

- a) He voluntarily quits, or
- b) He is discharged or otherwise terminated, or
- c) He works for another employer, or becomes self employed, while absent from his employment with the Company, whether he is on an Authorized Leave of Absence or otherwise, except where the Company approves such work, or except in a case of Lay-off for lack of work, or
- d) He fails to give notice or report for work, upon being reinstated as provided in Section 10.07, of this Agreement, or
- e) He abandons his job for a period of three (3) consecutive regularly scheduled shifts without properly contacting the Company, or
- f) He gives false reason for a leave of absence, or
- g) He is laid off by the Company for a period in excess of his Company Seniority at the date of his lay-off, but in no case shall such period be less than twelve (12) months nor more than twenty-four (24) months.

Promotion

10.04 In the case of a promotion (except to a position the occupant of which is not classified as an employee), the Company shall consider the following two (2) factors in determining which employee shall be promoted:

- a) The seniority of the employee,
- b) The physical fitness.

When considering the physical fitness of the employee, the Company shall take into account all facts relevant to the physical demands of the job concerned.

Applications for promotion to the classification of Maintenance Electrician, Maintenance Machinist or Maintenance Mechanic will not be considered unless the application is accompanied by documented evidence of experience as an industrial maintenance craftsman. Laboratory and Environmental Technicians must meet the criteria established and agreed to between the parties in the Company Proposal dated October 30, 1985.

Filling Vacancies

10.05 If a job vacancy, other than an entry-level position involving an increase in the work force within any department should exist, the Company will inform employees so that any interested employee may indicate his desire to the Company. A notice to this effect will be posted plant-wide from Wednesday, 3:00 p.m. to Monday, 3:00 p.m. An employee who wishes to apply for a job vacancy shall make his desire known on a form secured from the Human Resources Building and deposit when complete in the job bid box provided near Gate 1. The employee will detach and retain his copy of the form. A permanent job will be posted if vacant for more than three (3) days.

A temporary entry level job is classified as laborers in every area. These jobs will be eliminated when the employee who was replaced returns from medical leave.

The Union will receive notification from the Company identifying the entry-level position in each department once every six months.

If there are no applicants for the vacancy, the employee with the least seniority in a lower pay grade job in that department must accept the promotion if he meets the requirements in Paragraph 10.04. An employee so affected who subsequently bids back to his prior job will not be considered to have exercised his one (1) bid-back as limited in this Article.

All vacancies may be filled on an interim basis to provide continuity of operations and maintain efficiencies. Employees will be temporarily upgraded under this Section on the basis of seniority and physical fitness required to do the work, provided they are present at the time required.

Whenever a job vacancy occurs due to an absence, vacation, extended period of illness or any other cause whereby the absent employee maintains his full seniority status, the vacancy will be filled within the department by seniority, but will not be required to promote if training is necessary.

If it is determined that the vacancy will be for one (1) month or greater, requires overtime to fill, and the overtime results in the remaining employees being forced/scheduled, the Company may post a temporary entry level job and expedite the bidding process. Should either the Company or the Union experience problems with the above-written language, they will meet to seek a resolution. If agreement cannot be reached, both parties reserve the right to terminate this proposal upon giving sixty (60) days' written notice.

An employee who voluntarily bids off his job may not bid back on that job for a period of ninety (90) days.

An employee may exercise only one (1) successful bid on a lower pay grade job in a one hundred eighty (180) day period.

An employee may exercise only one (1) successful bid on a different job in the same pay grade as he is bidding from in a one hundred eighty (180) day period.

If an employee is removed from his classification, (less than three (3) years) but remains an active employee, such employee will be given the option of returning to the classification from which he was removed if and when a vacancy exists. If he chooses to return, the job he vacates will be posted. If he chooses not to return, the original vacancy will be posted.

Successful bidders will be moved to their new jobs as soon as practical, but in all cases within thirty (30) days unless both parties agree otherwise.

An employee who is upgraded during his shift shall receive the higher rate of pay for the entire shift.

Employees who are awarded a job bid may submit a shift preference form at the time the bid is awarded and valid.

Lay-off and Reinstatement

10.06 In any case of a reduction of force the Company shall consider the following two (2) factors in determining which employee(s) shall be laid off or reinstated:

- a) The seniority of each employee,
- b) The physical fitness.

When considering the physical fitness of the employee, the Company shall take into account all facts relevant to the physical demands of the job concerned.

In the case of a reduction of force the Company will post the names of the employees to be laid off from the Plant three (3) days (the day such notice is posted shall be considered the first day) excluding Saturdays, Sundays, and Holidays, prior to such reduction unless an emergency would make such notice impossible.

An employee, who is laid off for lack of work, may replace the employee with the least seniority in the Plant. The lowest seniority employee will be laid off and the job will be posted if training is required to fill the vacancy.

Employees in the Electrician, Machinist, Maintenance Mechanic, Laboratory Technician and Environmental Technician Classification may elect to be laid off in lieu of reduction in classification in which case they will only be recalled directly to their classification at the time of such lay-off.

10.07 For the period of time for which an employee retains seniority from the date of lay-off, for lack of work as provided for in Section 10.03, he shall have preferential rights for reinstatement (but only for jobs whose occupants would be classified as employees and which are not of a temporary or emergency nature) in accordance with the following provisions:

The most recently laid off shall, to the extent of the number of persons at any one time required by the Company, be sent notices by certified mail by the Company, stating the job available and the proposed time of reinstatement.

The Company shall first attempt to contact employees by phone. Failing to contact the employee by phone, such employees shall be notified by Certified Mail, as referred to herein. Such employee shall have up to seven (7) days from the date of the mailing to present himself for reinstatement.

It is agreed that if an employee does not comply within the specified time limits as referred to in the foregoing paragraph, or present the Company or the Company physician with satisfactory reasons for his inability to report, he shall be considered to have quit.

10.08

- a) It is recognized that from time to time business conditions are such that lack of work requires the layoff of employees. The program set out below is intended to provide a measure of relief for an individual who is so laid-off and who qualifies for benefits, all as provided for herein.
- b) An employee who is laid-off for lack of work (not caused by any Labor dispute or Act of God), provided he has at least two (2) years of Company seniority at the date of his lay-off and he qualifies for State Unemployment Benefits, effective September 1, 2002, shall be entitled to a Supplemental Lay-Off Benefit of \$165.00 per week, plus the amount of Unemployment Compensation he is otherwise eligible for under the State Unemployment Benefit Program for each full week he is laid-off, less a one (1) week waiting period. The Benefit Period shall be one (1) week for each full month of Company Seniority, limited to a maximum of twenty-six (26) weeks. Benefits for part of a week shall be computed on the basis of State Benefits received for that period.

- c) Effective with the date of this Agreement, the Company shall establish a Lay-Off Benefits Account. Beginning with the effective date, the Company shall credit such Account at the end of each Pay Period with twenty cents (20¢) for each hour actually worked during the said Pay Period by all Bargaining Unit employees. Credits will cease when the Account totals Two-Hundred Thousand Dollars (\$200,000) and will begin again only when the Account falls below that amount. All Lay-Off Benefits shall be paid from the Account and if there are insufficient funds therein to pay all benefits in full, an equitable pro-rata arrangement shall be made.
- d) Establishment and Maintenance of this Program is contingent on favorable Income Tax and Fair Labor Standards Act rulings.
- e) A semi-annual report to the Local Union on the finances of the Program. The report to be due January 15th and July 15th of each calendar year.

10.09 An employee transferred to a supervisory position outside the Bargaining Unit will lose all seniority rights within the Bargaining Unit.

10.10 An employee who wishes to be assigned to a different shift (A, B, C, D Crew or H, I, J, K Crew) in his job classification and department may file a written request for such a change to his Immediate Supervisor. When a permanent job vacancy occurs within such a job classification, consideration will be given only to those employees who have made such a request at least seven (7) days prior to the vacancy, on the basis of seniority. An employee whose request has been complied with, will not request another change within the six (6) month period following such assignment.

Shift change requests will stay in effect until terminated by the employee or until he leaves his job classification.

When departments loan out employees to other areas, they will loan the junior person in classification unless there are senior volunteers.

Disabled Employees

10.11 An employee who becomes unable to perform his regular duties because of a disabling injury incurred in the course of his employment with the Company, shall be assigned by the Company to any job which he can perform consistent with his physical ability, with regard to seniority.

Should any dispute arise between the parties as to disability, within a two year period or due to medical advancements, the Company's Medical Representative shall make the initial determination. If that determination is disputed by the Union, the employee is then responsible for providing a medical opinion which disputes or disagrees with the Company's Medical Representative's determination with regard to restrictions or disability. Then the matter will be referred to a mutually designated physician for a final and binding determination. The expense incurred in this determination shall be shared by the Company and the United Steelworkers of America, Local 7686. However, any lost wages or expenses involving the employee in this determination shall be paid for by the Company.

The disabled employee, demoted or transferred, pursuant to this Section, to a job of a lower job grade shall nevertheless be paid at the job grade not less than the job from which he was removed.

If the disabled employee refuses two (2) promotions to available jobs as defined in this Section, he shall thereafter forfeit his right to receive the guaranteed job grade described in this Section.

Probationary Employees

10.12 Notwithstanding anything to the contrary contained in this Agreement, an employee shall be considered to be a Probationary Employee and shall have no seniority until he has actually worked sixty (60) days, at which time he shall become entitled to seniority dating from his last hiring.

Preferential Seniority

10.13 In the event of a lay-off, the Union President, Vice-President, Chief Steward, and Assistant Chief Steward may exercise preferential seniority to remain in the Plant by replacing the employees with the least seniority in a job for which training will not be required.

In addition to the above, the Union President and Chief Steward may exercise preferential seniority to retain or obtain a straight-day shift job Monday through Friday.

ARTICLE 11

Absence

11.01 Upon application by an employee in writing to his Immediate Foreman, such employee may be granted a Leave of Absence without pay, for a period not to exceed thirty (30) days, at the sole discretion of the Company. The Company will notify the Local Union of such Leaves which are granted.

11.02 Upon application by an employee in writing to his Immediate Foreman, an employee who has been granted a Leave of Absence under Section 11.01, may be granted an extension to the thirty (30) day period, specified therein, at the sole discretion of the Company.

11.03 A Leave of Absence granted under Section 11.01, including any extension thereof under Section 11.02, must be in writing and signed by an authorized representative of the Company.

11.04 An employee desiring to return to work after an authorized Leave of Absence must give at least forty-eight (48) hours notice to the Company of his intention to return.

11.05 An employee not reporting for work as scheduled must notify the Company thirty (30) minutes prior to the beginning of his shift or must give reason satisfactory to the Company for failing to so notify.

Those employees reporting off to the Security Force at Gate One will have such reporting verified by a report-off number.

11.06 Provided the Company is given adequate notice to obtain a suitable replacement or replacements, the Company will grant an employee Leave of Absence of not more than three (3) years to work in an official capacity for the Local or International Union. The employee must request the leave in writing and the Union must approve it. This Leave may be extended for additional three (3) year periods if the Company and the Union agree to it. Not more than two (2) employees may be on Leave under this Section at any one time.

11.07 An employee, who is required to serve as a juror or a subpoenaed witness, shall be excused from work for the days on which he serves and he shall receive, for each such day of Jury Duty or Witness Duty on which he otherwise would have worked, the difference between eight (8) times his basic hourly rate and the payment he received for Jury Duty or Witness Duty, whether or not the individual is used. **Employees working the 12 hour rotating shift schedule will be paid the difference between twelve (12) times his basic hourly rate and the payment received for Jury Duty or Witness Duty whether or not the individual is used.** The employee will present proof of such duty and the amount of pay received thereof. Days compensated for on Jury Duty or Witness Duty shall be considered as days worked for the purpose of determining overtime pay.

Indemnification for duty as a subpoenaed witness will be limited to only those employees testifying on behalf of the prosecution or the defense in a criminal case, thus fulfilling their civic duties.

11.08 If an employee is absent from work to attend the funeral of his legal spouse, legal child, stepchild, mother, father, stepmother, stepfather, brother, sister, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchildren, brother-in-law, or sister-in-law, he shall be paid his basic hourly rate for scheduled time lost, up to a maximum of three (3) consecutive days which shall include the day of the funeral. To be entitled to pay under this section, an employee must give notice to the Company of his absence as early as possible and establish that he attended the funeral. Days compensated for on Bereavement Leave shall be considered as days worked for the purpose of determining overtime pay.

An employee will be allowed to be absent from work for one (1) day to attend the funeral of an aunt or uncle without pay and must provide the Company with verification of attendance at the funeral.

11.09 During this Agreement, the Company will grant Leaves of Absence without pay to attend Union Conventions, Conferences, and/or Seminars. At no time will there be more than six (6) employees absent up to six (6) times per year, subject to the following conditions:

- a) That the Union give at least two (2) weeks written notice to the Company designating the employees for whom such leave is desired;
- b) That such leave will be for a period not exceeding four (4) weeks, and

c) That such employees can be spared.

11.10 An employee who is a Local Union Officer will be given permission to take time off without pay to attend local Union meetings or conduct necessary local Union business, provided he notifies his Immediate Foreman at least one (1) day prior to the day of the meeting. Such an employee will be allowed to return to work following the meeting, as long as he has so notified his Foreman of his intention at the time he requested permission for time off.

11.11 An employee obligated to fulfill two (2) weeks of military duty shall make appropriate application for leave of absence at least two (2) weeks in advance, and said application shall be supported by a copy of his orders or similar verification of said obligation.

Said employee shall be indemnified by the Company for the difference in wages received for said military duty and eighty (80) times his current hourly rate, plus any shift differential that he would have earned, and the overtime (average lost overtime in the year preceding the Military Leave of Absence).

Upon returning from said military leave, the employee shall furnish the Company sufficient proof of his military earnings. Such indemnification shall be limited to two (2) weeks actual duty per year.

ARTICLE 12

Safety and Health

12.01 The Company and the Union recognize the benefits to be derived from a safe and healthy place of employment. It is agreed that all levels of supervision of the Company, the employees and the Union will cooperate fully to promote safe practices, health conditions and the enforcement of safety rules and procedures.

12.02 Written safety suggestions may be submitted by an employee to his Immediate Supervisor, who will refer the suggestion to the Department Superintendent. After the Superintendent has investigated and taken action, a copy of the suggestion will be sent to the Industrial Relations Department and to the Union Safety Committee. If the safety suggestions are signed by the employee, he will be given a written explanation within ten (10) days, excluding Saturdays, Sundays, and Holidays, as to the action to be taken or not taken with reference to his suggestion.

12.03 The Company shall recognize a Safety and Health Committee composed of one (1) employee from each department as selected by the Union. This Committee will meet monthly with representatives designated by the Company. The function of this Committee shall be to advise the Company on Safety and Health Matters. It is understood and agreed that this Committee supplements the Company's Safety and Health program which is conducted for all employees, and the Committee will assist in carrying out this program; to wit.

- a) The Management's representative and the Union's representative or his designee from the Safety and Health Committee will jointly inspect work areas they deem appropriate prior to each Committee meeting. It is understood that the purpose of the Plant Inspection is to assist the Company in satisfying its responsibility for work-connected injuries, disabilities, or diseases which may be incurred by employees. The Union designee from the Committee will be accorded access to the plant work areas in the conduct of Committee responsibilities, but a standard of reasonableness must be met in the obtaining of permission to leave the individual's regular job, in the amount of time involved if it is during regular working hours, in the amount of disruption involved for other employees to be contacted, and in arranging for advance clearance in work areas other than the designee's own. The Management designee will accompany the Union designee during these investigations.

- b) As soon as practical after the Plant inspection, the Safety and Health Committee will meet to discuss those items observed during the inspection. Minutes of this meeting shall be kept by the Company and a copy furnished to each member of the Committee. Safety rules and/or procedures recommended by the Committee and adopted by the Company shall apply to all individuals in the affected area. Individuals in the affected area will wear the same kinds of Company approved safety shoes. The time spent on Committee work shall be counted as hours worked, to be paid for by the Company, including any special conferences and/or training that is approved by the Company.
- c) The Company will provide to the Safety and Health Committee at its monthly meeting, copies of all accident reports resulting in the employees losing time from work, and a copy of the previous month's OSHA 200 Log. The Company will notify the Union Safety and Health Committee's Chairman or his designated representative of all serious loss of time accidents as soon as practical but no later than twenty-four (24) hours, excluding Saturdays, Sundays and Holidays.

12.04 Protective devices, disposable clothing and other equipment necessary to properly protect employees from injury shall be provided by the Company in accordance with the practices now prevailing which shall be maintained during the term of this Agreement. **Gloves shall be provided by the Company as needed and prescription safety glasses shall be covered at no cost to the employee as prescribed by the physician if damaged/broken at work.**

Effective January 1, 2003, and each calendar year thereafter, the Company will provide each employee, without charge, two (2) pairs of approved safety shoes except for employees who are on medical leave for six (6) consecutive months. These employees shall receive one (1) pair of approved safety shoes. Employees on medical leave for twelve (12) consecutive months shall not receive safety shoes for that year.

12.05 If an employee believes that there exists an unsafe condition in his work place, changed from the normal hazards inherent in his job, so that he believes he is in imminent danger of injury, he is to notify his Foreman and the foreman shall investigate the alleged unsafe condition and take such steps as appear reasonable to him if such condition is unsafe. If the employee is not satisfied with the decision of his Foreman, he will not be required to work under the alleged unsafe condition until the Safety Director has investigated the alleged unsafe condition and has taken such steps as appear reasonable to him.

In the absence of the Safety Director the Foreman's Immediate Supervisor will investigate the alleged unsafe condition and take such steps as appear reasonable to him.

In the event the employee is still not satisfied, he may ask for the assistance of an available Safety Committeeman who will be excused from his work area without loss of pay. A Safety Committeeman shall be deemed available for the purpose of this section only, if he can be reached by telephone. In the absence of a Safety Committeeman, the employee can ask for his Steward. During this period the foreman will take whatever steps are necessary to man the job in question.

If the Union and the Company cannot agree on the alleged unsafe condition, a grievance may be presented at Step Three of the Grievance Procedure by the Union President or one of the top four officers, Chief Steward or Assistant Chief Steward. Such Grievances, upon being filed, will take priority over pending Grievances in the procedure.

12.06 An employee who becomes unable to perform his regular duties because of a disabling injury, incurred in the course of his employment with the Company and cannot continue to work will be paid the remainder of the shift.

12.07 Where the Union's Safety and Health Committee designee reasonably believes there is a significant on-the-job health hazard due to in-plant air pollution, or noise, on written request, the Company will make appropriate tests and investigations that are reasonable and necessary and will notify the Union's Safety and Health Committee designee. A report based upon such tests and investigations will be reviewed and discussed with the Union's Safety and Health Committee designee.

12.08 Employees' medical record files shall be maintained under the control of the Medical Department, under conditions of Confidentiality appropriate to ethical medical practices.

12.09 Where the Company is currently using chemicals, solvents, and compounds, or where new chemicals, solvents, and compounds, etc., are to be introduced, the Company shall inform the employees what hazards, if any, are involved, and what precautions are to be taken to ensure the safety and health of the employees. The Company will provide to the Union's Safety Committee Chairman, copies of the Material Safety Data Sheets that the Company maintains on file.

12.10 Alcoholism and drug abuse are recognized by the parties to be treatable conditions. Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Company and the Union agree to cooperate in encouraging employees affected with alcoholism or drug abuse to undergo a coordinated program directed to the objective of their rehabilitation.

A Joint Company-Union Program shall be instituted and maintained.

12.11 Bargaining Unit employees will not be required to fight fires. Participation in the Emergency Action Team will be voluntary.

ARTICLE 13

Vacations

Vacation Entitlement

13.01 An employee will be entitled to vacation as outlined below:

Accumulated Seniority (Continuous Employment)	Weeks of Regular Vacation
1 year but less than 5 years	2 weeks
5 years but less than 8 years	3 weeks
8 years but less than 20 years	4 weeks
20 years or more	5 weeks

13.02 An employee's vacation pay for each week will be calculated as forty (40) times his basic hourly rate.

Employees working the 12 hour rotating shift schedule may take their vacation on either their 36 or 48 hour work week schedule and they will be paid for 40 hours when taking a week of vacation.

13.03 A continuous year of employment, for the purposes of Sections 13.01 and 13.02, shall mean a Calendar Year in which the employee has actually worked a minimum of one thousand and forty (1,040) hours. An employee who receives Workmen's Compensation will be accredited those hours toward the one thousand and forty (1,040).

13.04 An annual vacation must be taken by an employee during the Calendar Year in which his anniversary occurs.

13.05 The Company shall have the sole discretion in scheduling vacations. Subject to the requirements of operations, the Company will use its best endeavors to meet the wishes of the employees, in accordance with their seniority within the department, in setting vacation dates.

13.06 During the period from November 15, to December 15, an employee shall submit his choice of vacation dates, on a form provided by the Company, for the following year. Employees may schedule up to two (2) weeks of vacation as day-at-a-time with each week of vacation as forty (40) hours per week.

ARTICLE 14

Hours of Work and Overtime

14.01 The Company does not guarantee to provide work for an employee nor to maintain the work week or working hours at any time in force.

14.02 The work week shall commence at 12:01 a.m. Monday, and end at 12:00 midnight on the immediately following Sunday.

For 12 hour shifts, the work week shall commence between 6:00 a.m. and 8:00 a.m. Monday and end between 6:00 a.m. and 8:00 a.m. on the immediately following Monday.

14.03 The normal work week shall consist of five (5) work days as scheduled by the Company. The Company will, so far as practicable, arrange work schedules so employees will have two (2) consecutive days off.

For 12 hour shifts, the normal work week for 12-hour shifts shall be the current twelve (12) hour shift schedule as listed in Appendix "I".

14.04 A work day for each employee shall be the twenty-four (24) hour period immediately following the commencement of his scheduled shift. All employees will receive a twenty (20) minute paid lunch period. The twenty (20) minutes will be taken between the beginning of the Third (3rd) hour and the end of the Fifth (5th) hour of his shift, during which time he shall continue all necessary operations of machinery and maintenance of services.

Employees working the 12 hour rotating shift will receive a thirty (30) minute paid lunch period. The thirty (30) minutes will be taken between the beginning of the Fifth (5th) hour and the end of the Seventh (7th) hour of this shift, during which time he shall continue all necessary operations of machinery and maintenance of services.

14.05 A Day Shift is one which commences between 6:00 a.m. and 8:00 a.m., inclusive. An Afternoon Shift is one which commences between 2:00 p.m. and 4:00 p.m., inclusive. A Night Shift is one which commences between 10:00 p.m. and 12:00 midnight, inclusive.

For 12 hour shifts, a day shift is one that commences between 6:00 a.m. and 8:00 a.m. inclusive. A night shift is one that commences between 6:00 p.m. and 8:00 p.m. inclusive.

14.06 An employee will be paid one and one half (1-1/2) times his basic hourly rate for any time actually worked in excess of:

- a) Eight (8) hours in one (1) work day or **twelve (12) hours in one workday for twelve (12) hour shift employees; or**
- b) Forty (40) hours in one (1) week.
- c) Time and one half (1-1/2) will be paid for time worked by any employee(s) on the sixth (6th) consecutive day worked in the work week as defined in Section 14.02.
- d) Double time (2) shall be paid for time worked by an employee(s) on the seventh (7th) consecutive day worked in the work week as defined in Section 14.02.

14.07 Time allowed as overtime in any work day shall not again be allowed as overtime in the work week. In no case shall an employee be entitled to more than one and one-half (1-1/2) times his basic hourly rate for any time worked except as set out in Article 14.06(d) or Article 15.

14.08(a) Unscheduled overtime in the Maintenance Department will first be offered to the employee performing the work at the time for continuity of operations.

Secondly, the required overtime will be offered by seniority to employees within the job classification who are working at such time that the overtime is being offered **and to employees who have signed up to work by seniority within the classification provided the employee(s) that accepts the overtime can fulfill the overtime and his regularly scheduled shift.**

If no one accepts the overtime work in question, it will then be offered by seniority to qualified employees in the department who are working at the time the overtime is being offered **and to qualified employee(s) by seniority who have signed up to work provided the employee(s) that accepts the overtime can fulfill the overtime and his regularly scheduled shift.**

An employee who volunteers for overtime work outside his classification will be paid the job grade for which he volunteered to work.

Unscheduled overtime is defined as overtime which has not been posted by Thursday of the week preceding the week in which such overtime is worked.

14.06 An employee will be paid one and one half (1-1/2) times his basic hourly rate for any time actually worked in excess of:

- a) Eight (8) hours in one (1) work day or twelve (12) hours in one workday for twelve (12) hour shift employees; or
- b) Forty (40) hours in one (1) week.
- c) Time and one half (1-1/2) will be paid for time worked by any employee(s) on the sixth (6th) consecutive day worked in the work week as defined in Section 14.02.
- d) Double time (2) shall be paid for time worked by an employee(s) on the seventh (7th) consecutive day worked in the work week as defined in Section 14.02.

14.07 Time allowed as overtime in any work day shall not again be allowed as overtime in the work week. In no case shall an employee be entitled to more than one and one-half (1-1/2) times his basic hourly rate for any time worked except as set out in Article 14.06(d) or Article 15.

14.08(a) Unscheduled overtime in the Maintenance Department will first be offered to the employee performing the work at the time for continuity of operations.

Secondly, the required overtime will be offered by seniority to employees within the job classification who are working at such time that the overtime is being offered and to employees who have signed up to work by seniority within the classification provided the employee(s) that accepts the overtime can fulfill the overtime and his regularly scheduled shift.

If no one accepts the overtime work in question, it will then be offered by seniority to qualified employees in the department who are working at the time the overtime is being offered and to qualified employee(s) by seniority who have signed up to work provided the employee(s) that accepts the overtime can fulfill the overtime and his regularly scheduled shift.

An employee who volunteers for overtime work outside his classification will be paid the job grade for which he volunteered to work.

Unscheduled overtime is defined as overtime which has not been posted by Thursday of the week preceding the week in which such overtime is worked.

It is understood and agreed that while unscheduled overtime in the Maintenance Department shall be on a voluntary basis, the classified employee with the least seniority within the department who is working at the time that the overtime is being offered, cannot refuse to perform the work.

Scheduled overtime in the Maintenance Department will, to the extent practical, be scheduled by seniority within the classification.

Each day shift person that wants to work overtime is required to input their "yes" in the computer overtime tracking system. Each person who wants to be asked to work overtime must have their "yes" in the overtime tracking system two (2) hours before the end of their shift for that day; the overtime tracking system will not allow a "yes" to be input after this time. Foremen will poll for overtime two (2) hours before the end of the shift by asking each person on the "yes" list by seniority if they would like to work overtime. If a person did not enter a "yes" two (2) hours before the end of the shift and would like to work overtime, then that person must review the overtime available and notify his immediate foreman of his desire to work a specific overtime job. His immediate foreman will contact the foreman polling for the overtime to schedule that craftsman to work that overtime job. An icon will be placed on all time entry computers that will allow people to view all overtime jobs for the day.

- (b) Unscheduled overtime in all Production Departments (other than Maintenance) caused by absenteeism, vacation or other reasons will be offered within a department by seniority to employees within the job classification who are working at the time the overtime is being offered and to employee(s) who have signed up to work by seniority within the classification provided the employee(s) that accepts the overtime can fulfill the overtime and his regularly scheduled shift.

If no one accepts the overtime work in question, it will then be offered by seniority to qualified employee(s) in the department who are working at the time the overtime is being offered and qualified employee(s) by seniority who have signed up to work provided the employee(s) that accepts the overtime can fulfill the overtime and his regularly scheduled shift.

When vacancies exist in more than one (1) classification and the vacancies are a result of the above paragraph and the Company determines not to fill all the vacancies with overtime, seniority shall determine which classification(s) will work the voluntary overtime, provided there are qualified employees who can be upgraded to fill the other existing vacancies.

It is understood and agreed that while overtime in the Production Departments shall be on a voluntary basis, the classified employee with the least seniority within the department who is working at the time the overtime is being offered cannot refuse to perform the work.

An employee who volunteers for overtime work outside his classification will be paid the job grade for which he volunteered to work.

Unscheduled overtime is defined as overtime which has not been posted by Thursday of the week preceding the week in which such overtime is worked.

Scheduled overtime in the Production Departments will to the extent practical be scheduled by seniority within the classification within the department.

(c) After working eight (8) hours of any overtime in any work week, under the provisions of this section, an employee may be excused from further required unscheduled overtime in that work week, and the next youngest employee who is available at the time and classified to do the work cannot refuse to perform such work. If no classified employees are available, then the youngest qualified employee available cannot refuse to perform such work.

Vacancies created by upgrades will not be filled with forced overtime provided classified employees are available to fill the overtime vacancy.

If an employee works more than eight (8) hours of forced overtime in any one week, he shall receive two and one-half (2-1/2) times his regular rate of pay for such hours worked.

14.09 If an employee is not required to complete his scheduled shift and is subsequently required to report for work a second time within the same work day, as defined in Section 14.04, he shall be provided with four (4) hours work at one and one half (1-1/2) times his basic hourly rate during such second reporting.

14.10 An employee who is called out for work shall be guaranteed eight (8) hours work for an eight (8) hour shift vacancy or twelve (12) hours work for a twelve (12) hour shift vacancy.

14.11 An employee who reports on time for work on his regular shift and was not told in advance not to report, shall be guaranteed eight (8) hours work for an 8 hour shift and 12 hours' work for a 12 hour shift. This shall not apply to employees who are returning to work after an unauthorized absence.

14.12 Except in cases beyond the control of the Company, the Company shall post the Weekly Departmental Work Schedule on Thursday, including the starting time of the shift, subject to change in the event of an emergency.

14.13 The Company shall provide a lunch payment of four dollars (\$4.00) when an employee works more than two (2) hours of unscheduled overtime immediately following the completion of his regularly scheduled shift.

14.14

(a) Supervisory employees and other employees of the Company outside the Bargaining Unit shall not be required or permitted to do the work of any employee covered by this Agreement except that supervisory employees may perform work when it is necessary to instruct an employee, provided this instruction does not displace or replace a regular employee. In a real emergency, a supervisory employee may assist in the remedying of the emergency condition when such assistance does not replace or displace a regular employee.

(b) If supervisory employees and other employees of the Company outside the Bargaining Unit perform work in violation of this provision, the employee most directly affected by the violation shall be paid for the time involved in the violation or for four (4) hours, whichever is greater, at his base hourly rate.

(c) If the most directly affected employee cannot be identified, the senior classified employee shall be paid.

14.15 Makeup work will not be offered as a remedy for missed overtime.

14.16 No employee(s) shall work over sixteen (16) consecutive hours.

Article 14.17 *Employees who sign up for voluntary overtime and want to remove their name from the overtime list, must notify Gate One a minimum of two (2) hours prior to the shift for which they signed up. Any employee making himself available for overtime and has not removed his name as described, will be subject to an incident of absenteeism if he fails to answer the telephone or refuses the overtime when called. The only exception will be when he is absent due to proven illness or for another reason satisfactory to the Company.*

ARTICLE 15

Paid Holidays

15.01 For the purpose of this Agreement, effective September 1, 2002, the following days are recognized as paid holidays for all employees:

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Day before Christmas Day
Christmas Day
New Year's Eve

When another day is proclaimed in lieu of any of the above holidays, the provisions of this Article shall apply to such other day and not to the holiday.

15.02 In order to qualify for payment for the above holidays, the employee must have worked on the holiday if so scheduled, and on his last scheduled shift immediately before and on his first scheduled shift immediately following, except when he is absent due to proven illness or for another reason satisfactory to the Company provided such absence does not exceed ninety (90) days in duration.

15.03 Except for those employees working the 12 hour rotating shift schedule, all holidays shall begin at 12:01 a.m. on the Holiday and continue until midnight the same day. An employee whose shift commences between 10:00 p.m. and 12:00 midnight immediately preceding the Holiday shall receive pay for any time worked during such period in accordance with Section 15.05.

For those employees working the 12 hour rotating shift schedule, all holidays shall begin between the hours of 6:00 a.m. and 8:00 a.m. The Holiday shall be the 24 hour period immediately following the commencement of the starting time in the employees' area. Employees shall receive pay for any time worked during such period in accordance with Section 15.05.

15.04 Subject to Section 15.02, each employee shall be paid his basic hourly rate for eight (8) hours for each of the above holidays not worked.

If a 12-hour shift employee is scheduled but does not work the holiday, he will be paid for 12 hours. If a 12-hour shift employee is not scheduled, he shall be paid his basic hourly rate for 8 hours for each holiday not worked.

15.05 An employee shall be paid two and one half (2-1/2) times his basic hourly rate for all hours actually worked on a holiday and any applicable shift premium set out in Section 16.02, in lieu of the holiday pay set out in Section 15.04.

15.06 An employee will be paid for any holiday which falls during his absence on vacation under Article 13, but he shall not be entitled to another day off in lieu of the holiday.

15.07 Time scheduled but not worked in observance of the above stated holidays shall be considered as time worked for the purpose of computing overtime.

15.08 If on a contractual holiday, any employees are not required to work their normal shift, the option to work or not work will be given by seniority to all employees in the classification. Rotating 21-turn or 12-hour shift employees will work their regular schedule unless the 21-turn or 12-hour shift crew is reduced for the holiday, then the senior 21-turn or 12-hour shift employees will be given the option of working or not working.

ARTICLE 16

Wages

16.01 The Company and the Union agree that the scale of wages attached hereto as Appendix "A", shall be in effect during the term of this Agreement.

16.02 Fixed shift premium rates appropriate to the job grade paid shall be paid for work performed on the Afternoon Shift and for work performed on the Night Shift. A table of shift premium rates by job grade is attached hereto as Appendix "B". The appropriate premium rate will be included for holiday pay.

16.03 In addition to any straight time and/or overtime payments to which an employee may be entitled under the provision of this Agreement for work done on Sunday, he shall be paid one-quarter (1/4) his basic hourly rate for each hour actually worked by him between 12:01 a.m. Sunday and Sunday midnight.

For those employees working the 12 hour shift schedule, the above-mentioned Sunday premium shall start between the hours of 6:00 a.m. and 8:00 a.m. on Sunday morning. Employees will be paid this premium for all hours worked during the 24 hour period immediately following the commencement of the starting time in the employees' area.

16.04 Bargaining Unit employees shall be paid on the basis of the Aluminum Wage Manual established and agreed upon in June, 1977. Changes with respect to hourly wage rates will be in accordance with the Noranda Aluminum Procedural Agreement, which is made part of this Agreement by reference.

16.05 The schedule and weekend premium shall be twenty cents (20¢) per hour. The schedule and weekend premium shall be paid as follows:

- a) When an employee's work schedule calls for him to work other than from Monday through Friday in any work week, he shall be paid the differential for all time worked while he is on such schedule.
- b) With respect to employees not covered by the preceding paragraph, when an employee works on Saturday or Sunday and is not compensated pursuant to Article 14.06, Section (c) and (d) for such work, he shall be paid the differential for all time worked in such work week.

- c) An employee working the standard rotating 21-shift schedule or the 12-hour shift schedule will be entitled to the above designated premium for all weeks worked on said schedule.

An employee's schedule and weekend differential shall be used in the calculation of pay for hours worked (including overtime hours). For the purposes of this provision, the work week shall in all cases commence on Monday, per Article 14.02.

ARTICLE 17

Cost of Living Allowance

17.01 "Consumer Price Index" refers to the "Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) -- United States -- All Items (1967=100)" published by the Bureau of Labor Statistics, U.S. Department of Labor.

"Consumer Price Index Base" shall be determined as follows:

- (i) For the September 2, December 2, 2002, and March 3, 2003, Adjustment Dates, the Consumer Price Index Base refers to the Consumer Price Index for the month of January, 2002, multiplied by 103.0%.
- (ii) For the June 2, September 1, and December 1, 2003, and March 1, 2004, Adjustment Dates, the Consumer Price Index Base refers to the Consumer Price Index for the month of January, 2003, multiplied by 103.0%.
- (iii) For the June 7, September 6, and December 6, 2004, and March 7, 2005, Adjustment Dates, the Consumer Price Index Base refers to the Consumer Price Index for the month of January, 2004, multiplied by 103.0%.
- (iv) For the June 6, September 5, and December 5, 2005, and March 6, 2006, Adjustment Dates, the Consumer Price Index Base refers to the Consumer Price Index for the month of January, 2005, multiplied by 103.0%.
- (v) For the June 5, September 4, and December 4, 2006, and March 5, and June 4, 2007, Adjustment Dates, the Consumer Price Index Base refers to the Consumer Price Index for the month of January, 2006, multiplied by 103.0%.

"Adjustment Dates" are September 2 and December 2, 2002; March 3, June 2, September 1 and December 1, 2003; March 1, June 7, September 6 and December 6, 2004; March 7, June 6, September 5 and December 5, 2005; March 6, June 5, September 4 and December 4, 2006; March 5 and June 4, 2007.

"Change in the Consumer Price Index" is defined as the difference between (i) the Consumer Price Index Base and (ii) the Consumer Price Index for the second calendar month next preceding the month in which the applicable adjustment date falls.

17.02 Cost-of-Living Adjustment: Effective on each Adjustment Date through June 4, 2007, a Cost-of-Living Adjustment equal to 1¢ per hour for each full .3 of a point change in the Consumer Price Index shall be calculated.

Effective on each Adjustment Date, the Cost-of-Living Adjustment as determined above shall become payable for all hours worked by an hourly-rated employee until the next Adjustment Date. The Cost-of-Living Adjustments under this paragraph shall be considered an "add-on" and shall not be deemed part of the employee's standard hourly rate. Such adjustment shall be included with the hourly rate only in the calculation of pay for hours worked (including overtime hours).

17.03 Should the monthly Consumer Price Index in its present form and on the same basis as the Index published for January, 1993 become unavailable, the parties shall attempt to adjust this section or, if agreement is not reached, request the Bureau of Labor Statistics to provide an appropriate conversion of adjustment, which shall be applicable as of the appropriate Adjustment Date and thereafter.

17.04 Whenever in this Appendix reference is made to an adjustment payable or commencing on the first of a month, it shall become payable or commence on the first Monday of the month.

ARTICLE 18

Departments

18.01 For the purpose of applying the provisions of this Agreement the departments shall be as follows:

- a) Carbon Operations
- b) Metal Service
- c) Potroom
- d) Cable Operations
- e) Maintenance
- f) Plant/Environmental Services
- g) Technical

ARTICLE 19

Bulletin Boards

19.01 The Company agrees to provide bulletin board space in each department and at the Main Gate for posting of notices of Union meetings, social affairs or any other reasonable, non-controversial business matters of the Union. Each notice shall be submitted to the Company for approval before posting.

ARTICLE 20

Notices

20.01 Any notice in writing which either party desires to give to the other shall be given by Certified Mail, addressed as follows:

To the Company:

Noranda Aluminum, Inc.
P. O. Box 70
New Madrid, Missouri 63869

To the Union:

United Steelworkers of America
A.F.L.-C.I.O.-C.L.C. Local No. 7686
P. O. Box AC
Marston, Missouri 63866

20.02 Any notice so mailed shall be deemed given as of the next business day after date of mailing.

20.03 Either party may change its address for service of notices at any time by notice as above mentioned.

ARTICLE 21

Pensions

21.01 There is attached hereto as an exhibit a Pension Plan Addendum which shall become effective as provided therein. The parties agree that the Pension Plan Addendum is hereby incorporated into this Agreement by reference and the parties agree to comply with and be bound by all of its terms and provisions.

ARTICLE 22

Insurance

22.01 There is attached hereto as an exhibit an Insurance Plan which shall become effective as provided therein and continue in effect for the life of this Agreement. The parties agree that this Insurance Plan is hereby incorporated into this Agreement by reference and the parties agree to comply with and be bound by all of its terms and provisions.

ARTICLE 23

Savings Plan

23.01 There is attached hereto as an exhibit a Savings Plan which shall become effective as provided therein and continue in effect for the life of this Agreement. The parties agree that the Savings Plan is hereby incorporated into this Agreement by reference and the parties agree to comply with and be bound by all of its terms and provisions.

Employees covered by this Agreement shall be eligible to make personal contributions up to the allowable maximum defined in the Plan and the Company will match the employee's contribution at the rate of 50¢ for each dollar contributed up to a maximum of 3%.

The Plan shall be subject to the requirements of Section 401(K) of the Internal Revenue Code for tax qualified retirement plans.

ARTICLE 24

Separability

24.01 In the event that any provision of this Agreement shall at any time be declared invalid by any Court of Competent Jurisdiction, such decision shall not invalidate the entire Agreement, it being the express intention of the Parties hereto that all other provisions, not so declared invalid, shall remain in full force and effect.

ARTICLE 25

Apprenticeship Program

As agreed upon in the 1977 contract between Noranda Aluminum, Inc. and the United Steelworkers of America, A.F.L.-C.I.O.-C.L.C., for itself and on behalf of its Local No. 7686, a craft apprenticeship training program is being established as herein described. This program will become a part of the above referenced agreement and the parties agree to comply with and be bound by all of its terms and provisions.

This agreement does not preclude the Company from hiring or transferring qualified employees directly into the craftsman classifications.

25.01 Purpose: The purpose of these training programs is to provide Noranda Aluminum, Inc. with an adequate future supply of thoroughly qualified employees in each of the maintenance craft jobs; also to provide each apprentice with an opportunity to learn the skilled job through an organized and properly supervised program of training, practical experience and related studies.

The Company will train employees for skilled jobs, wherever, in its opinion, it is practical to do so and where a need exists for such training.

The provisions of these training standards shall cover skilled training in the following classifications:

Maintenance Machinist
Maintenance Mechanic
Maintenance Electrician

25.02 Definition of Terms:

1. "Company" shall mean Noranda Aluminum, Inc., New Madrid, Missouri.
2. "Union" shall mean United Steelworkers, Local 7686.
3. Program employees ("Apprentice") shall mean a person who is selected by the Joint Apprenticeship Committee to work in and learn a specific maintenance job in accordance with this training program.

4. "Joint Apprenticeship Committee" shall mean that committee set up to function in an advisory capacity for the Apprentice Program.

25.03 Joint Apprenticeship Committee: It is the desire of the parties that *effective liaison* exists between them as it relates to the operation of the Apprenticeship Program. To further facilitate this objective a Joint Apprenticeship Committee shall be established. It shall consist of a minimum of three (3) representatives to be appointed by Management and a minimum of three (3) representatives to be appointed by the Local Union; at least two (2) of whom shall be craftsmen. It shall be the responsibility of the Joint Committee to advise regarding the content and operation of this Program. The Maintenance Superintendent or his designee shall be the Chairman of this Committee.

The Company shall assign a qualified person(s) to be the Administrative Coordinator(s), whose duties shall be:

1. Administer the program on a day-by-day basis maintaining contact with the apprentices, craftsmen, supervisor, and the Committee as necessary to assure adequate progression.
2. Regularly attend all Apprenticeship Committee meetings to provide information and to receive the benefits of Committee suggestions for improvement of the program.
3. Keep up-to-date records on each apprentice.
4. Act as counselor for the apprentices.
5. Supervise and/or administer tests relative to various phases and steps of the program.

25.04 Administrative Procedure: The Joint Apprenticeship Committee shall hold meetings at intervals determined by the Chairman based upon the business to be conducted.

The Company shall recommend a course outline for related instruction, as well as to coordinate related class instruction with on-the-job work experience. Such course outline shall contain a sufficient number of hours as to provide the apprentice a minimum of 144 hours per year of related instruction.

The Company shall recommend instructors for related classes based upon their skill, knowledge of the trade, and ability to instruct.

It shall be the apprentice's responsibility to maintain a progress record of work experience performed in accordance with the appropriate classification schedule herein contained. Such records shall be forwarded to the administrative Coordinator at the end of each month after it has been signed by the supervisor of the apprentice or an appropriate member of Management. The above records shall contain the apprentice's (1) name, (2) classification, (3) wage rates, (4) month and year of report, as well as work performed. The Administrative Coordinator will forward copies to the apprentice's personnel file, the Joint Apprenticeship Committee and the apprentice.

The Company shall arrange such tests as are necessary to determine the apprentices' progress in manipulative skills and technical knowledge. The progress of each apprentice shall be reviewed every progression period.

The Joint Apprenticeship Committee is established to make the program work effectively. Listed herein are the Rules of the Joint Apprenticeship Committee:

1. Maintain and uphold the standards of training.
2. Hold committee meetings and any other special meetings required.
3. Conduct preliminary and final interviews, evaluate previous experience and determine qualified applicants for training.
4. Provide guidance and counseling for individual apprentices.
5. See that records are maintained for each apprentice showing work experience, progress in learning the trade and technical subjects instruction.

25.05 Probationary Period: All apprentices employed in accordance with these standards shall be subject to a probationary period not exceeding the first six months of the term of their apprenticeship. During this period, annulment of their apprenticeship agreement may be effected by the Company or by the Apprentice and the Apprentice returned to the entry-level classification that Company seniority permits.

25.06 Apprentices' Hours and Supervision: The apprentice shall work under the direction of a qualified craft employee and supervisor. As soon as practical, the apprentice shall be given productive on-the-job work which can be performed individually and which will be checked for quality and accuracy by the supervisor assigning the work. Two apprentices will not be worked together as partners.

The apprentices' daily and weekly schedules, work assignments, overtime and shifts are subject to plant operating and training conditions and shall be scheduled by the Company, but will normally be eight hours per day, forty hours per week. Apprentices will not work overtime unless the crew he is assigned is scheduled to work overtime.

From time to time it will be necessary for the apprentices to perform productive work by themselves for the purpose of checking their ability, quality of work and individual performance.

25.07 Schedule of Task Requirements: Task requirements for each craft and for each year are listed in the addendum. An apprentice will have to satisfactorily fulfill these requirements within the periods specified before advancing to the next higher grade as an apprentice. The hours are subject to change based on course outline and work requirements.

25.08 Related Instructions: Apprentices shall be required to satisfactorily complete a program of related instruction which, over the duration of his apprenticeship, will average at least 72 hours per 1000-hour period.

The Company shall arrange for and outline all courses of related instruction which may be given in plant classroom, vocational facilities, or approved correspondence courses. The cost of any designated related instruction including books or any outside pre-approved job-related courses shall be paid for by the Company.

Time spent by the apprentices on designated related instruction during their regular working hours shall be paid for at the applicable hourly rate of the apprentice and shall count toward completing the training program hours. Such time shall be counted as hours worked for overtime or premium pay purposes. To the extent possible related instruction shall pertain to the requirements of the specific job classification.

Lessons are to be completed on a six-month period. An apprentice must satisfactorily fulfill these requirements within the period specified before advancing to the next higher grade.

A passing grade of 70% must be obtained for each lesson in the curriculum.

The Company may replace or add certain programmed instruction courses to the curriculum when it believes they would provide the Apprentice with a better vehicle of instruction and/or training.

25.09 Discipline: The Company has the right to discipline apprentices for causes not related to their training as apprentices.

25.10 Adjusting Differences: In case of differences between the Company and the Apprentice, either party has the right and privilege of appealing to the Joint Apprenticeship Committee for such action and the adjustment of such matters as come within these standards.

25.11 Modification of Standards: The following modifications are being made as agreed upon in the agreement between Noranda Aluminum, Inc. and United Steelworkers of America, Local 7686, dated September 1, 2002. ("These standards may be modified at any time by action of the Joint Apprenticeship Committee. Such modification to the standards will have full force and effect on all the apprenticeship agreements.")

1. PASSING GRADES:

Testing will be done in four phases:

- a. Throughout each 6-month period, as before, using the TPC training materials. The requirements for a satisfactory passing grade using these materials will be 70%.

Three additional phases of testing will be added and conducted utilizing materials developed for Noranda Aluminum, Inc. by Diverse Technical Services, Inc. (DTE):

- b. Oral Interview - minimum grade 70%
- c. Written Test - minimum grade 70%
- d. Hands-On Exercise - minimum grade 70%

2. TPC manuals will be distributed in 8 equal training periods, representing 6-month blocks.
 - a. The Apprentice will be allowed to take tests for the TPC instruction manuals at any time.
 - b. Oral, Written, and Hands-On tests may not be done at less than 4 months into any period.
3. In any given period, if the Apprentice passes the Oral, Written, and Hands-On tests at 4 months, has completed all TPC manuals and pertinent tests for that period with a passing grade and has a minimum of 750 hours of completed work, (per paragraph 25.17 "the apprentice will be required to complete within 25% plus-or-minus of the total number of hours of work required for each major division") they may be advanced to the next period and grade level.
4. Each end-of-block test will cover only materials and skills learned during that 6-month block. An apprentice will be given up to three opportunities to pass each end of 6-month block test. Anyone failing to pass will return to the beginning of that 6-month block and begin the process all over.
5. The Apprentice will meet with the Maintenance Training Coordinator for an "OJT REVIEW" on the 1st of each month, at the beginning of their shift, for approximately 30 minutes, or the first day of the month thereafter that both are on plant site.

25.12 Granting of Certificates of Completion: After satisfactory completion of an Apprenticeship under these standards, and upon recommendation of the Joint Apprenticeship Committee, the Company will furnish such apprentice with a Certificate of Completion of Apprenticeship and recognize him as a qualified electrician, machinist or mechanic with all contractual benefits and rights afforded him by his Company seniority.

25.13 Savings Clause: If when any part of these standards becomes illegal as pertains to federal and/or state laws, that part and that part alone shall become inoperative and null and void. The remainder of the standards shall remain in full force and effect.

Statement of Equal Employment Opportunity

The recruitment, selection, employment and training of Apprentices during their Apprenticeship shall be without discrimination because of age, race, color, religion, national origin, sex or handicap. The sponsors will take affirmative action to provide equal opportunity in Apprenticeship and will operate the Apprenticeship Program as required under Title 29 of the Code of Federal Regulations, Part 30.

25.14 Applicant Requirements:

1. Satisfactorily meet the Company's physical requirements designed to establish the necessary physical ability and agility to perform the skilled work.
2. In the selection of apprentices, tests will be used to assure that applicants have the necessary aptitudes to succeed in all phases of the program. Tests shall be graded by the Joint Apprenticeship Committee.

A score lower than minimum on any of the factors will disqualify the applicant from consideration.
3. Applicant's work record and attendance must be creditable during the immediate past six months when reviewed by the Joint Apprenticeship Committee.
4. No applicants shall be granted more than one qualifying test for the same job title within a period of twelve months unless he/she can show evidence that he/she has acquired additional knowledge or skill by means of practical experience, study or other related training.
5. An employee currently working in a craft job will not be eligible for an apprenticeship. An apprentice who voluntarily terminated his apprenticeship agreement, or whose apprenticeship agreement is terminated for cause, shall not be eligible to reapply for any apprenticeship unless given special permission by the Joint Apprenticeship Committee.
6. Applicants who are qualified but are not admitted to the Program because the openings are filled will not be required to repeat the test if they should rebid on a future opening within a four (4) year period.

25.15 Procedure for Selection of Apprentices:

Notification to Employees of Apprentice Vacancies

When an opening for apprentice vacancies occurs in the craft jobs, the employees shall be notified by a posting on plant bulletin boards. The posting period shall be limited to five (5) full calendar days, excluding Saturday, Sunday, and Holidays.

Application forms shall be furnished by the Company. The application shall be filed with the Human Resources Department.

At the expiration of the posting period, all applications on file shall be considered by the Joint Apprenticeship Committee until the apprentice vacancies are filled.

When the apprenticeship openings exceed the number of qualified applicants of Company employees, the Company shall notify the Missouri State Employment Service of the available openings, the basic qualification for eligibility, closing date for applications and where to file. Outside applicants will be screened in accordance with these standards.

In the selection of apprentices, plant seniority shall govern within the group of qualified applicants selected by the Joint Apprenticeship Committee.

Final Interview

Each applicant who successfully meets all qualifying standards will be referred to the Joint Apprenticeship Committee for final interview.

Appointment to Apprenticeship

Accepted applicants will be notified of their appointment for training by letter from the Maintenance Department. Two copies shall be sent to the Joint Apprenticeship Committee and one copy to the Human Resources Department for filing in the employee's personnel folder, and one copy for the Maintenance Department for filing in the employee's personal folder.

Notification shall be made far enough in advance of the starting date to allow time for regular employment transfer procedures to be effected.

Applicants referred for final interview but not approved for training shall be informed by letter from the Administrative Coordinator immediately after final selections have been made. The rejected applications shall remain on file in the Human Resources Department.

25.16 Ratio of Apprentices: There shall be no ratio.

25.17 Term of Apprenticeship: The term of training for each of the trades shall be divided into six month training periods consisting of a minimum of 1,000 hours each. The total duration of apprenticeship training for any craft job shall be eight (8) six month training periods of 1,000 hours each, as will be outlined in these Standards of Apprenticeship.

Holidays not worked and reasonable short-term sickness or accident time lost (not in excess of 10 working days) will be credited toward the work process hours. Time lost in excess of 10 working days per year due to extended or recurring sickness or accident, reserve duty, other leave of absence or layoffs will not be credited toward the work process hours.

Credit for Previous Training and/or Experience:

A person's previous related training and/or experience will be thoroughly examined and may qualify an apprentice for advanced standing in apprenticeship program. In such cases, the total time required in the program will be shortened, and the employee will be assigned to the rate applicable for the period to which he has been advanced. In no event shall more than twenty-four (24) months of credit be granted. A person who has been granted advanced standing must still serve the probationary period. Part of the examination to qualify for advanced standing will be the passing of a written test covering that area for which advanced standing is given.

Probationary Period and Seniority Application

In order to minimize interference with or interruptions in the training program, the apprentices shall not be allowed to exercise any shift preference, vacation time-off preference or apprentice training preference that would cause conflict with his training. For the same reason, no other employee shall be permitted to exercise any seniority rights for the purpose or with the effect of removing an apprentice from the Apprentice Program, or determining or affecting an apprentice's day or weekly schedules, shifts or overtime, vacation time-off or otherwise interfering with his work or training.

The Company will schedule the Apprentices' vacation time-off, so as there will be minimum interference with or interruptions in the training program.

The first six months of the training program will be a probationary period in which the Apprentice Agreement may be terminated by the Company or the Joint Apprenticeship Committee. During this period the apprentice must qualify to continue the training by passing the related technical subjects and by satisfactorily completing the work assignments on the job.

When the individual has been given credit toward completion of this apprenticeship, as indicated in another part of these Standards of Apprenticeship, the related technical subjects test and the performance ratings shall cover subject material and work assignments required in the particular period of training being served.

During the course of apprenticeship, the employee will be issued the necessary hand tools for his work. These tools remain the property of the Company. The Company will replace any tools that should become broken or worn out from normal use on the job.

Other Periods of the Apprenticeship - Advancement Requirements

The apprenticeship term consists of eight (8) training periods. The term of each period is six (6) months with a minimum of 1,000 hours of completed work.

In order to advance from one period of apprenticeship to the next higher period, the apprentice will be required to satisfactorily complete all shop or on-the-job work assignments as established for that period, and successfully pass all written examinations related to technical subject matter required in that period of apprenticeship.

Written examinations on related technical subjects will normally be required each period dependent upon Vocational School Schedules and/or In-House Training Schedules. The examination will be given during and at the end of the Training Session. A score of 70% shall be considered the minimum passing grade.

Satisfactory performance of the shop or on-the-job work shall be determined by representative work assignments covering the major divisions of the trade to be learned during that period of apprenticeship. The supervisor in charge shall appraise how well the apprentice performs on the work assignments of the major divisions of the trade. The apprentice will be rated "1" - "2" - "3" - "4" - or "5", and is required to attain a rating of "3" or better on all during each period of the apprenticeship. The rating of one (1) is low, the rating of five (5) is high.

Shop or On-The-Job Training

The training of the apprentice in the shops or on-the-job shall be the responsibility of the foreman or other supervisors as assigned by the Maintenance Superintendent. It shall be the responsibility of the supervisors so assigned to assure the apprentice is working on major divisions of the trade to be learned (Schedule of Work Processes) covered by these Standards of Apprenticeship during the course of normal work.

The Maintenance Superintendent has the overall responsibility for the shop or on-the-job work experience of the apprentice and will furnish each month the Apprentice Progress Report to the Administrative Coordinator. From this report the total hours worked in each major division of the trade will be recorded on the Cumulative Record. The Cumulative Record will indicate when the apprentice's advancement in the trade has been withheld by action of the Joint Apprenticeship Committee because of failure to comply with the advancement requirements.

In cases where the apprentice's advancement in apprenticeship is withheld, as per the provision of the Standards of Apprenticeship, total time in apprenticeship will be increased.

When, in the opinion of the supervisor, it is necessary that the apprentice be assigned an extended number of hours beyond that regularly required for mastery of the major divisions, such hours shall be so indicated on the Apprentice Progress Report. Extension of hours in the major division need not constitute an extension of the apprenticeship, but may be deducted from other major division in which the apprentice is proficient. In all cases, the apprentice will be required to complete within 25% plus-or-minus of the total number of hours of work required for each major division.

A Schedule of Work Processes for each of the crafts covered in these Standards of Apprenticeship is prepared for guidance. The instruction of the apprentice need not follow a chronological order as they appear in the Schedule of Work processes, but may be taught in sequence best suited to the volume and type of work common to the craft, provided that all apprentices shall receive instruction on all major divisions of the trade as listed in the Schedule of Work Processes.

An apprentice who fails to get a performance rating of "3" or better on all of the major divisions of the trade assigned during that period shall be held in the phase without change of rate of pay for one additional qualifying period. During this period the apprentice shall receive special training in the types of work covered by the assignments which were failed. At the completion of this period, the apprentice must show satisfactory performance in all representative work assignments to receive the advancement in pay rate. Should the apprentice fail to show satisfactory performance, he/she will be examined orally by the Committee to determine retention, being dropped from the Apprenticeship Program, or given an additional period.

Responsibilities of the Apprentice

Apprentices are required to apply themselves with diligence and care to the various tasks assigned to them; to protect the property and interest of the Company and to respect and obey the rules of the Company and the Committee.

Termination of Apprenticeship After the Six-Month Probationary Period

If the apprentice is terminated from the program, he/she may return to the entry level classification that his/her company seniority permits.

An individual apprentice may, at any time, terminate the apprenticeship. In doing so, he/she must follow the regular apprentice termination procedures and, in addition, submit a written notice of apprenticeship termination to the supervisor under whose direction the apprentice has been working. This notice will be made available immediately to the Joint Apprenticeship Committee.

By the Joint Apprenticeship Committee

The Joint Apprenticeship Committee can terminate the apprenticeship agreement if the apprentice fails to meet the requirements of these standards. If the agreement is terminated by the apprentice or the Joint Committee and the apprentice returned to a job classification within the Bargaining Unit, the apprentice is prohibited from bidding on any posted **apprentice** job for a period of four (4) years from his/her initial entry into the program.

Company rules and regulations will be applicable to apprentices. Violation of such rules and regulations shall make the apprentice subject to the same disciplinary actions as any other employee of the Company.

The Company reserves the right to suspend any training program where conditions necessitate such action.

Layoff of Apprentice

1. Layoff and recall rights as specified in the contract will apply.

25.18 Apprentice Wage Progression: Apprentices shall not receive less than the following schedule would provide during their period of apprenticeship.

Craft Training Progression

- 1st Six Months - Grade Level #10
- 2nd Six Months - Grade Level #12
- 3rd Six Months - Grade Level #14
- 4th Six Months - Grade Level #16
- 5th Six Months - Grade Level #18
- 6th Six Months - Grade Level #20
- 7th Six Months - Grade Level #22
- 8th Six Months - Grade Level #24

25.19 Work Experience: The apprentice shall receive such instruction and experience as is necessary to develop a practical and skilled craft employee versed in the theory and practice of the trade. The apprentice shall also perform such other duties in the shop or on-the-job as commonly related to the trade. The amount of time served in each work process need not be entirely completed before routing to another work process and the assignment to the work processes need not be in the consecutive order as listed. Related training hours shall be applied to the various work subjects as appropriate.

For the Company:
s/W. T. Cooper

For the Union:
s/David J. Kins

ARTICLE 26

Political Action Fund

26.01 The Union has established a Political Action Committee and Political Action Fund which, by execution of this Agreement with this Article 26 included in it, the Union warrants and assures to be in compliance with all Federal Election Campaign Act and any and all federal and state laws, rules and regulations governing political action funds and political contributions. It shall be and remain the sole responsibility of the Union to maintain and assure the validity of said Political Action Committee and Political Action Fund in compliance with all such federal and state laws, rules and regulations, as they may be amended from time to time.

26.02 During the term of this Agreement, the Company will deduct from the wages of those employees who voluntarily authorize contributions to the Union's Political Action Fund on forms provided for that purpose by the Union's Political Action Committee, such amounts as such employees specify on such forms and will remit such amounts to the Treasurer of the Union's Political Action Committee. The amount and timing of such deductions and the remittance of each such voluntary contribution shall be as specified in the aforesaid forms and in conformance with any and all applicable federal or state legislation, rules and regulations.

26.03 The signing of wage deduction forms for contributions to the Union's Political Action Fund and Political Action Committee and the making of any such contributions are voluntary and neither are, or shall be considered to be, conditions of employment with the Company or conditions of membership in the Union. Neither the Company nor the Union, in any way, will take any action that in any way affects the status of an employee or an employee's membership or standing in the Union as a result of or in any way connected with that employee's decision with regard to the making or authorization of voluntary political contributions under this Article 26.

26.04 In the event the Union's Political Action Fund or its Political Action Committee or either or both are determined by appropriate authority to be invalid or unlawful, all obligations of the Company under this Article 26 shall terminate effective with the date of said determination and the Union shall indemnify and save the Company harmless in connection with such determination in the way provided at 26.05 below.

26.05 The Union agrees to indemnify and save the Company harmless against any and all claims, demands, suits, proceedings or other forms of liability arising out of or by reason of the provisions of this Article 26 or any action taken or not taken by the Company under or in connection with this Article 26. The Company shall have the right to and shall call upon the Union to Defend any suits or proceedings arising out of this Article 26 and the indemnification provisions herein and the Union shall promptly defend such claims, demands, suits, proceedings or other liabilities without cost to the Company. In the event the Union fails to so defend the Company as provided herein, the Company shall then undertake such defense and all costs thereof, including any and all attorneys' fees, shall be charged to and paid by the Union.

ARTICLE 27

Term

27.01 This Agreement shall become effective as of September 1, 2002, and shall continue in full force and effect until midnight, August 31, 2007, and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new Agreement by giving written notice to the other Party not less than sixty (60) days prior to the expiration date of this Agreement or renewal thereof.

APPENDIX "A"

Standard Hourly Rates

JOB GRADE	PRESENT	EFFECTIVE 9/2/02 Note 1	EFFECTIVE 9/1/03 Note 2	EFFECTIVE 9/6/04 Note 3	EFFECTIVE 9/5/05 Note 4	EFFECTIVE 9/4/06 Note 5
2	\$14.61	\$15.26	\$15.57	\$15.88	\$16.20	\$16.52
3	14.74	15.40	15.71	16.02	16.34	16.67
4	14.90	15.56	15.87	16.19	16.51	16.84
5	15.03	15.70	16.01	16.33	16.66	16.99
6	15.18	15.85	16.17	16.49	16.82	17.16
7	15.32	16.00	16.32	16.65	16.98	17.32
8	15.49	16.17	16.49	16.82	17.16	17.50
9	15.63	16.32	16.65	16.98	17.32	17.67
10	15.77	16.46	16.79	17.13	17.47	17.82
11	15.91	16.60	16.93	17.27	17.62	17.97
12	16.05	16.75	17.09	17.43	17.78	18.14
13	16.20	16.90	17.24	17.58	17.93	18.29
14	16.34	17.05	17.39	17.74	18.09	18.45
15	16.50	17.21	17.55	17.90	18.26	18.63
16	16.65	17.37	17.72	18.07	18.43	18.80
17	16.79	17.51	17.86	18.22	18.58	18.95
18	16.93	17.65	18.00	18.36	18.73	19.10
19	17.09	17.82	18.18	18.54	18.91	19.29
20	17.22	17.95	18.31	18.68	19.05	19.43
21	17.37	18.11	18.47	18.84	19.22	19.60
22	17.52	18.26	18.63	19.00	19.38	19.77
23	17.67	18.42	18.79	19.17	19.55	19.94
24	17.81	18.56	18.93	19.31	19.70	20.09
25	17.95	18.70	19.07	19.45	19.84	20.24
26	18.09	18.85	19.23	19.61	20.00	20.40

NOTE 1: Effective 9/2/02 \$0.21/Hr Roll-in & 3% Increase

NOTE 2: Effective 9/1/03 2% Increase

NOTE 3: Effective 9/6/04 2% Increase

NOTE 4: Effective 9/5/05 2% Increase

NOTE 5: Effective 9/4/06 2% Increase

Appendix "B"

Shift Premium Hourly Rates

Effective September 1, 2002

<u>Job Grade</u>	<u>Afternoon Shift</u>	<u>Night Shift</u>
2	.40	.65
3	.40	.65
4	.40	.65
5	.40	.65
6	.40	.65
7	.40	.65
8	.40	.65
9	.40	.65
10	.40	.65
11	.40	.65
12	.40	.65
13	.40	.65
14	.40	.65
15	.40	.65
16	.40	.65
17	.40	.65
18	.40	.65
19	.40	.65
20	.40	.65
21	.40	.65
22	.40	.65
23	.40	.65
24	.40	.65
25	.40	.65
26	.40	.65

Appendix "D"

Noranda Aluminum, Inc. - Primary Operations Division at New Madrid

(the "Company")

Employees' Profit Sharing Plan

I. OBJECTIVES OF THE PLAN

1. To share the rewards of profitable operations of the Company by installing a Plan based on profits that will serve both as an incentive to current employees and as an inducement to current employees and as an inducement catalyst in receiving new employees.
2. To establish a relationship of the cost of wages to the profitability of the Company that is mutually beneficial to the employees and the Company.
3. To serve as an inducement for all employees to take an active role in enhancing productivity and quality standards that will contribute to the Company's profitability.

II. OUTLINE OF THE PLAN

This plan will be effective on **September 1, 2002**, and will remain in effect through **January 1, 2004**.

During the close of each month, the Company will determine and credit to a separate account a portion of the Company's "Profits" as defined in Section III for employee profit sharing. This amount will be allocated among all eligible employees as defined in Section IV in accordance with the formula outlined in Sections V and VI and will be paid as soon as practicable after the allocation date.

III. DEFINITION OF "PROFITS" FOR USE IN CALCULATING PROFIT SHARING

"Profits" means the difference between Operating Profit (Company's sales proceeds, less cost of goods sold and sales and general administration expenses, but excludes Federal and State taxes, interest and any non-operating gains and losses in

accordance with GAAP) and 4.1% return on assets employed. Assets employed is defined as accounts receivable net of reserves for bad debt losses, inventories on a LIFO basis, and fixed assets at cost net of depreciation reserves. The monthly balances of assets employed will be averaged to determine assets employed during each accounting period of the Profit Sharing Plan. "Profits" and assets employed calculations will be based on Primary Operations Division's U.S. Financial Statements as audited.

IV. ELIGIBILITY

All employees of the Company as of the last working day of each fiscal quarter shall participate in profit sharing for that fiscal quarter except:

1. Employees who joined the Company after the beginning of the fiscal quarter under consideration;
2. Employees on medical leave without pay during the fiscal quarter;
3. Any employee terminated for cause.

Employees whose employment is terminated prior to the last working day of the fiscal quarter will participate in profit sharing if the cause of termination is one of the following:

1. Layoff or termination because of lack of work;
2. For reasons of health;
3. For reasons considered by the Company to be in its interest as well as the employee's;
4. Retirement;
5. Total and permanent disability; or
6. Death.

An employee terminating for any of these reasons, or his estate will participate proportionately for the fiscal quarter in which his termination occurs based on the effective date of termination. Employees on authorized leave of absence during the year will

participate proportionately, based on the actual number of days worked during the year. Employees transferred from one Noranda affiliated company to another will share in each company's profit sharing allocation proportionately based on the number of days worked for each company.

V. DETERMINATION OF THE PROFIT SHARING AMOUNT

When the Company produces a "Profit", 15% of this amount will be available for allocation.

Sixty-five (65%) percent of the 15% available for allocation will be allocated to Bargaining Unit employees. In no event, however, will the amount available for allocation exceed 35% of Effective Payroll.

"Effective Payroll" will mean the annual amount of base pay for all hours actually worked, but will not include overtime premium or shift premium, but will include holiday pay and vacation pay.

If the "Profit" of the Company for the fiscal year is zero or less, no amount will be available for profit sharing.

VI. ALLOCATION OF EMPLOYEE SHARES

The amount of the "Profits" determined available for distribution to the Bargaining Unit in accordance with Section V will be divided by the total eligible Effective Payroll of the Bargaining Unit to determine percentage to be applied to each eligible employee's effective payroll.

EXAMPLE:

Operating profit:	\$50,000,000
Less 4.1% Return on Assets Employed	\$14,000,000
Amount for profit sharing:	\$36,000,000
To Union (.15 x .65 x \$36,000,000)	\$ 3,510,000
Effective Wages	\$29,000,000

$$\frac{3,510,000}{29,000,000} = 12.10\%$$

VII. TIMING OF DISTRIBUTIONS

An estimated profit sharing allocation may be made, at Management's discretion, at the end of each fiscal quarter based upon the Profit for that quarter, provided that year-to-date "Profits" are positive. This distribution will be made as soon as practicable after the close of each fiscal quarter, but in no event later than 60 days after the close of the fiscal quarter. Quarterly payments are prepayments against the annual payment.

The annual profit sharing allocation will be calculated based upon the Profits for the year. The year end payment will be the total calculated for the year less the sum of any quarterly payments. This will be paid as soon as practicable after year end (December 31), but in no event later than March 15.

If the "Profit" for the year is \$0 or less, no profit sharing will be paid. Employees will not be required to repay any quarterly estimates for the year previously paid. Should profit sharing have been paid on an estimated basis and the annual calculation results in no distribution, employees will not be required to repay or carry over this amount to the next year.

VIII. SPECIAL PROVISIONS

- A. The Company shall be responsible for the general administration of the Plan and for carrying out the provisions hereof and shall have such powers as may be necessary to carry out the provisions of the Plan.
- B. Nothing in the Plan shall be construed as a commitment or agreement on the part of the Company to continue any eligible employee's employment with the Company or annual base pay of any person for any period, and all eligible employees shall remain subject to discharge to the same extent as if the Plan had never been put into effect.
- C. The obligation of the Company under the Plan to make payments hereunder and amounts credited to the profit sharing account merely constitute the unsecured promise of the Company to make payments from its general assets as provided herein, and no eligible employee shall have any interest in a lien or prior claim upon any property of the Company.

- D. The provisions of the Plan shall in no event be construed as giving any person, firm, or corporation any legal or equitable right as against the Company, their directors, officers, or employees, except any such rights as are specifically provided for in the Plan or are hereafter created in accordance with the terms and provisions of the Plan.
- E. The Company shall take whatever steps are appropriate for the withholding of taxes which the Company is required be made under the Plan. Payments made under the Plan shall not be considered as an increment of an eligible employee's base pay for any purpose including for purpose of determining the amount such person is entitled to receive or have credited to any profit sharing plan, pension or welfare benefit plans which are now or may hereafter be maintained by the Company unless such plan expressly authorizes such inclusion in base pay.
- F. The invalidity or unenforced creditability of any particular provision of the Plan shall not affect any other provision, and the Plan shall be construed as if such invalid or unenforced provision was omitted from the Plan.
- G. The provisions of the Plan shall be governed and construed in accordance with the laws of the State of Missouri.
- H. If there is a dispute between the Company and the Union concerning a plan participant's individual account, the matter shall be referred to the Company's and the Union's Fourth Step Grievance Representatives. Failing satisfactory resolution of the dispute by the Fourth Step representatives, the dispute will be referred to arbitration per Article 8 of the Collective Bargaining Agreement.
- I. If there is a dispute between the parties concerning the application of Section III of the Profit Sharing Plan, the matter shall be referred to Noranda Aluminum's Vice President of Finance or his designated representative and the Union's United Steelworkers of America International Representative or his designated representative. Failing satisfactory resolution of the dispute, the representatives shall refer the matter to a mutually agreed to third party for final and binding resolution.

Stephen J. Heddle
President - Primary Products
Noranda Aluminum, Inc.

Jim Ash
Staff Representative
United Steelworkers of America

Appendix "E"

DRUG USE AND TESTING POLICY

1. Purpose

This policy is to provide guidelines for all employees regarding alcohol and drug abuse.

Noranda Aluminum, Inc., herewith adopts procedures that are designed to:

- A. Establish and maintain a safe, healthy working environment for all employees;
- B. Ensure the reputation of Noranda Aluminum, Inc. (herewith referred to as the "Company") and its employees as responsible citizens;
- C. Reduce the incidence of accidental injury to employees or to property and take advantage of the current Worker's Compensation statute.
- D. Reduce absenteeism, tardiness, indifferent job performance and other non-production actions; and
- E. Provide assistance toward rehabilitation for affected employees.

2. Basic Policy

The company expects employees to be physically and mentally able to perform their jobs and work free from alcohol and drugs (hereafter referred to as drugs). Failure to meet these basic expectations will result in disciplinary action up to and including discharge.

The Company will treat drug dependency as a health problem. Seeking assistance for such problems is encouraged and will not jeopardize an employee's job. However, seeking assistance will not be a defense to the imposition of disciplinary action or forestall termination where conduct is so flagrant as to be deemed intolerable nor will the presence of drug or alcohol serve to tolerate or excuse conduct which otherwise clearly warrants discharge.

3. Objectives

1. Education: See that all employees and their families understand the health and safety risks caused by alcohol/drugs and the danger posed in the workplace by substance abuse.
2. Training: Managers and Supervisors and Local Union Top 5 Officers, Chief Steward and Assistant Chief Steward will be trained in alcohol and drug abuse. Supervisory personnel and Local Union Top 5 Officers, Chief Steward and Assistant Chief Steward will be trained in criteria that would indicate reasonable suspicion of drug/alcohol use which may affect job performance, safety of personnel and Company property and how to make out written reports of their observations.
3. Enforcement: The Company may search vehicles on Company property, desks, lockers in change room, break areas, restrooms, use dog sweeps and alcohol/drug testing.
4. Treatment: Counseling from qualified counselors will be provided through the Company's Employee Assistance Program to make a determination of the degree of treatment necessary.
5. Discipline: Up to and including termination if there is found to be just cause.
6. Non-Users: The policy protects *their freedom*. We apologize for testing non-users, yet it is in order to protect their safety and health. If anyone is falsely accused under the "reasonable suspicion" provision of Page 6, Section C of this policy and is tested and is found negative, the Company will pay the employee a stipend of \$100 and provide written vindication.

4. Policy

For years the Company has had a rule prohibiting the use of alcohol and drugs in order to maintain a safe working environment. Consistent with the past rules, the Company has developed this policy statement regarding alcohol and drug abuse. Our goal is to establish and maintain a safe work environment that is free from use of drugs and alcohol.

A. ALCOHOL:

1. The use or possession of alcohol on Company premises inside the gate is prohibited and places the violator in jeopardy of immediate discharge.
2. Failure to be alcohol free will subject an employee to discipline up to and including termination of employment for the first offense.

An employee must be in a fit condition to perform the work required of him. An employee suffering from chronic illness which interferes with his attendance is not considered in fit condition to work. An employee under the influence of intoxicating beverages, narcotics, or drugs is not considered in fit condition to work.

The Company does expect employees to report for work in condition to perform their duties. The company recognizes that the employees' off-the-job and on-the-job involvement with alcohol and drugs can have an impact on the workplace and our ability to accomplish our goal of a safe work environment.

B. ILLEGAL DRUGS:

The use, possession, sale, trade, transfer or delivery of illegal drugs or a controlled substance by an employee to another person is grounds for immediate discharge. Such employees will be referred to law enforcement authorities.

Off-the-job illegal drug use which could adversely affect an employee's job performance or which could jeopardize the safety of other employees, public or Company equipment is proper cause for administrative or disciplinary action up to, and including termination, if there is a felony criminal conviction and in which the Company's reputation is seriously damaged and published.

C. PRESCRIPTION DRUGS:

1. No prescription drugs shall be brought upon Company premises by any person other than the person for whom the drug is prescribed by a licensed medical practitioner and shall be used only in the manner, combination and quantity prescribed.
2. The employee must notify the Company Medical Department that they are taking such drugs for medical reason. Where such use of drugs adversely affects job performance, the employee will be temporarily relieved of his job duties. Failure to notify the Company Medical Department may subject an employee to disciplinary action up to and including discharge.

Some of the drugs which are illegal under federal, state or local laws, include, among others, marijuana, heroin, hashish, cocaine, hallucinogens, depressants and stimulants not prescribed for current personal treatment by an accredited physician.

Employees undergoing prescribed medical treatment with a controlled substance should report this treatment to the Company Medical Department. The use of controlled substance as part of a prescribed medical treatment program is naturally not grounds for disciplinary action, although the employee will not be allowed to work.

The Company has an Employee Assistance Program which includes education, training, and in/out patient treatment. The program is operated and maintained on a strictly confidential basis. No one except yourself will know of your participation in treatment without your written permission if you feel you may have a chemical dependency problem, we invite you to investigate the program immediately.

The Company will require drug testing when for reasons that the Company or its duly authorized representative determine an employee to be in violation of this policy.

Supervision and your Local Union Top 5 Officers, Chief Steward and Assistant Chief Steward have been trained in criteria which would indicate "reasonable suspicion of drug/alcohol use" which may affect job performance and safety. This criteria is not limited to the following:

- A. Employees who sustain occupational injuries requiring outside medical treatment.
- B. Employees who are responsible for an accident resulting in damage to Company property or injury to other employees.
- C. Employees whose work performance and/or behavior creates reasonable suspicion that they are not drug free. However, employees so tested who are drug free will be made whole by a stipend of \$100.00 and written vindication.

Employees who are requested to submit to a drug screening test will be asked to sign a consent release form authorizing the test to be performed and the test results to be released to the Company. Refusing to sign the form or to submit to the test will subject an employee to immediate discharge.

Drug screening for reasonable suspicion will be initiated immediately. Screening an injured employee will be initiated after required medical treatment, but within twenty-four hours.

Positive results from the drug screening test are to be held in strict confidence and in no case are to be communicated to anyone other than the Medical Review Officer or Company personnel with a need to know the results of the test.

Subject to the conditions set out in Section 2 Basic Policy, employees who have a positive test for drugs will be offered a one-time opportunity to submit to an evaluation by Bootheel Counseling Services. Employees electing to decline this opportunity will be subject to discipline up to and including termination.

If the employee agrees to an EAP evaluation he must also agree to participate in and complete the treatment program recommended as a result of the evaluation. After completion of the treatment regimen, the employee will be subject to "no notice" testing in the workplace for a period of two (2) years and will be required to complete an aftercare agreement established and maintained by the EAP provider.

Any employee who has a second positive test will be terminated.

This criteria may change as conditions change with mutual consent of the parties.

An employee demonstrating these criteria will be referred to our Employee Assistance Program for examination. In the course of these examinations you will be required to give breathalyzer and urine or blood sample.

An employee who volunteers for treatment and rehabilitation will not be subject to the above provision.

Any altering or attempt to alter any specimen or screen will also result in immediate termination.

The Company takes note and considers seriously the Union proposal but must politely decline and refuse to bridge another policy into this one (Absentee Control Policy).

5. Drug Screening - Pre-Employment and Return from Leave of Absence

1. All applicants considered for employment will be screened for drugs as part of the pre-employment medical examination. New employees will be subject to "no notice" testing for thirty (30) calendar days.
2. Employees returning from any leave of absence exceeding 90 days will be required to undergo drug screening. A positive test will result in a management referral for EAP evaluation. Those employees who refuse this screening or referral will be severed and shown as a voluntary termination.

ANYTHING CHANGED AFTER AGREEMENT IS SUBJECT TO NEGOTIATIONS WITH THE UNITED STEELWORKERS OF AMERICA.

6. Testing

1. Any employee refusing to provide the urine sample, breathalyzer sample, or blood test will be terminated.
2. An employee sent for testing, pending the test results will be allowed to report for work the next day provided his supervisor or the Medical Department deems him fit for duty.
3. Testing shall be at Company expense. The testing facility will be visited by a representative of the Union and of the Company.

4. Transportation to and from the location at which the testing will be administered will be provided by the Company and the employee will remain "on the clock" and be paid for all the time spent while being tested, actual hours lost from work, including overtime (excluding testing done elsewhere after emergency medical treatment).
5. At the employee's request, a "split sample" will be provided for independent testing and shall be at the sole expense of the employee. An employee who successfully challenges the accuracy of a positive test result will be reimbursed for costs of this test.
6. A proper chain of custody will be maintained on all samples.
7. The employee will be provided with a copy of test results.

The results of such tests will not be divulged by the Company to a third party other than the Medical Review Officer without the consent of the tested employee unless discipline is involved and a grievance is filed. Then, the Union will be furnished the results. However, the Company and the Union reserve the right to refer the said results to any disciplinary hearing, arbitration or unemployment hearing initiated by the employee or Union.

Semi-annually, the Company will provide the Staff Representative and the Local Union President the number of employees tested - no names.

1. Applicants (as defined on Page 7, Section 5 - Number 1).
2. Probationary employees (as defined on Page 7, Section 5 - Number 1).
3. Employees (as defined on Page 6, Section A, B, and C, and Page 8, Section 5, Number 2 of this Policy).

The above procedures will be voided if prohibited by any applicable federal or state law.

The employer agrees to hold the Union harmless and to bear any expenses incurred by the Union in defending litigation outside the Step #4 Grievance and Arbitration procedures alleging that the employer's drug testing procedure violates the U.S. Constitution or

violates a Missouri statute, where such litigation arises out of the employer's activities in carrying out the drug testing program.

Safety and health on the job is a firm management position; it is also the law. Your Union has negotiated with this endeavor and has reached an acceptable agreement. We intend to cooperate with the local law enforcement authorities. We also intend to increase security in the locker rooms, entrances and exits, parking lots, etc. ...Security is everyone's responsibility. If you see someone doing wrong and ignore it, that is the same as saying it is OK. We are asking for full employee support in maintaining a safe and healthful workplace.

Signed and dated on this 13th day of March, 1992, to be effective on May 1, 1992.

s/William T. Cooper
Manager, Human Resources
Noranda Aluminum, Inc.

s/David Kins
Staff Representative
United Steelworkers of America

Memorandum of Understanding Maintenance Craftsman

The matter of the Electrician Job Description was placed before the CWS Committee contending changes in the position responsibilities warranted an increase in the wage rate. During the discussions relating to the Electricians additional concerns arose regarding such items as current skill levels, future skill level requirements, a pay-for-skills concept, the Apprenticeship Program and how such changes would potentially impact the other skilled craftsmen (i.e., Mechanics, Machinists).

With all of the above-stated concerns having been discussed in detail, the parties have mutually agreed to resolve this matter short of Arbitration in the following manner.

1. All Maintenance Electricians, Mechanics and Machinists on the Company payroll as of February 2, 1997, as well as all Journeyman Craftsman hired after that date (except as noted in #2 below) will receive a two (2) job grade increase from Job Grade 24 to Job Grade 26 consistent with the revised job descriptions dated March 10, 1997.

2. Apprenticeship Program

Recognizing that the Company's future needs for qualified Maintenance Craftsman cannot be fully met through the Company Apprenticeship Program and/or the hiring of the appropriate experience levels from outside the Company, the following steps related to the Apprenticeship Program will be put in place:

- (a) The Company will hire from an accredited institution no more than two (2) college graduates per year who possess a four (4) year degree in Industrial Technology with emphasis in either electrical or mechanical studies. These individuals will be considered as having been hired into the "Apprenticeship Program" and will be expected to complete a two (2) year program. Individuals hired into this program will enter at Pay Grade 18 and will be expected to progress every six (6) months according to the following scale:

End of first six months	-	Pay Grade 20
End of second six months	-	Pay Grade 22
End of third six months	-	Pay Grade 24
End of fourth six months	-	Pay Grade 26

- (b) Those college graduates hired into the "Apprenticeship Program" must satisfactorily meet the standards of the program at each level before progressing to the next pay grade.

- (c) The apprentice shall work under the direction of a qualified craft employee and supervisor. As soon as practical, the apprentice shall be given productive on-the-job work which can be performed individually and which will be checked for quality and accuracy by the supervisor assigning the work. Two apprentices will not be worked together as partners.

The apprentices' daily and weekly schedules, work assignments, overtime and shifts are subject to plant operating and training conditions and shall be scheduled by the Company, but will normally be eight hours per day, forty hours per week.

From time to time it will be necessary for the apprentices to perform productive work by themselves for the purpose of checking their ability, quality of work and individual performance.


- (d) Hiring college graduates into the Apprenticeship Program will in no way impact the number of internal candidates being placed into the program.

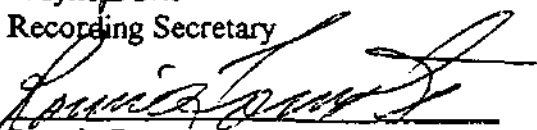
3. Grievance 15-N-96 is considered resolved based on the acceptance of the memorandum by the parties.

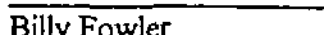
The parties have reviewed the content of this memorandum and indicate their concurrence with its content by their signatures.

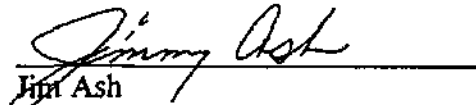

Dominic F. Feragotti
Human Resources Manager

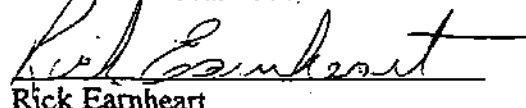

Roger Montgomery
Maintenance & Engineering Manager

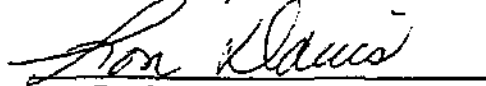

Wayne Davis
Recording Secretary

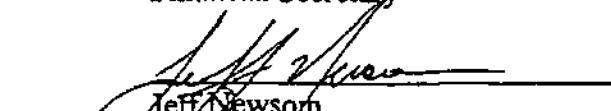

Ronnie Forrester
Treasurer


Billy Fowler
Assistant Chief Steward


Jim Ash
President, Local 7686


Rick Earnheart
Vice-President, Local 7686


Ron Davis
Financial Secretary


Jeff Newsom
Chief Steward

DIRECT DEPOSIT

In order to standardize payroll procedures, effective with the payroll period beginning September 1, 1997, Bargaining Unit employees may volunteer to have their regular weekly earnings, and vacation pay "directly deposited" into a personal account at their designated financial institution. All employees hired after September 1, 1997, will be required to participate.

All employees will be afforded the option to have any special payments (profit sharing, bonuses, awards, exception pay, etc.) on direct deposit or have such payments made in the form of a payroll check.

Jim Ash
3/5/97

D. J. Teragetti
3/5/97

Letter of Intent Local Issues

1. Employees have the right, upon reasonable notice, to inspect their records in the Human Resources Office.
2. Employees have the right, upon reasonable notice, to inspect their departmental records and discuss them with their Foreman.
3. A copy of any written record of a Verbal Warning will be given the affected employee.
4. Local 7686 will share in vending machine proceeds on a 50 – 50 basis.
5. The Company agrees to establish a Savings Bond Program as soon as details and procedures can be established.
6. The Company agrees to payroll deductions in event a Steelworkers' Credit Union is established.
7. Job postings will specify shifts.
8. R.W.C. will work fixed shifts while on 10 and 15 shift operations. This will not affect any Maintenance employees.
9. The Company is open to suggestions from the Union concerning cleaning gutters, and will continue to pursue better gutter cleaning methods.
10. Snow will be removed from the hourly parking lot as the need arises.
11. The parking lot will be regularly patrolled by plant security in an attempt to eliminate theft or damage to employees' automobiles.
12. The Company will endeavor to standardize discipline plant-wide.
13. The Company will provide transportation to and from First Aid for injured employees.
14. Each department will train mobile equipment operators on the proper use of mobile equipment.
15. It is not the Company's intent to leave persons stranded after forcing them to work overtime, and on those rare occasions when they cannot find transportation, an effort will be made to assist them.
16. The Company recognizes the arduous nature of the cleaning of the gutters and the Company will sincerely pursue any alternatives to secure mechanical assistance in the cleaning of gutters.
17. The Company will provide the local Union with one motorized vehicle for in-plant use.

LETTER OF INTENT
LOCAL ISSUES
Page 2

18. There will be equal billing on the face of the Contract.
19. The Contract, as in the past, will be union printed.
20. Copies of the Agreement will be mailed to each employee.
21. Company will furnish an updated seniority and mailing address of all hourly employees to the local Union in January of each year.
22. Pot Service employees will be allowed to use the R.W.C. parking lot and gate.
23. When work schedules are such that they require employees to work other than Monday thru Friday on any shift that these jobs be awarded by seniority and/or preference of all shifts going to senior people. The exercising of this preference shall in no way controvene any shift preferences as provided in the major Collective Bargaining Agreement.
24. In order to assist the employees in the present financial burden of purchasing gloves under the present system, the Company will sell the gloves at fifty percent (50%) of the invoice cost.
25. An employee will be given a copy of his progress report beginning January 1, 1987.
26. Current practices now prevailing will be continued regarding maintaining operations during the lunch period, since lunch periods are paid.
27. Current practices concerning the R.W.C. personnel gate shall be continued or expanded at the discretion of the Company.
28. Time lost due to follow-up doctor's visits scheduled by the Company resulting from a work-related injury will not be time paid nor will it be considered as an absence.

Timothy J. Williams
Director of Human Resources

Jimmy Ash
Staff Representative, U.S.W.A.

Date

Appendix D - 2004

Noranda Aluminum, Inc. – Primary Operations Division at New Madrid
(the "Company")

I. Objectives of the Plan

1. To establish a clear link between Variable Compensation and controllable results that will serve as an incentive to both current and future employees.
2. To focus essentially on rewarding achievement of controllable results.
3. To allow for potential payments for surpassing financial goals.
4. To serve as an inducement for all employees to take an active role in enhancing productivity and quality standards that will contribute to the Company's profitability.
5. To increase returns on invested capital by increasing Return on Net Assets.

II. Outline of the Plan

- This plan will become effective on January 1, 2004, and will remain in effect through December 31, 2007.
- The performance measure of the Variable Compensation Plan is based on a single financial measure called RONA or Return on Net Assets.

III. Definition: *RONA is the ratio of earnings (excluding unusual items) before interest and taxes divided by average net assets where net assets equal working capital plus fixed assets less provision for reclamation.*

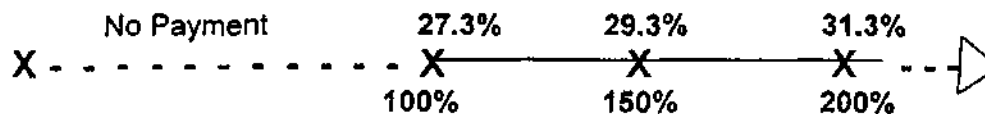
Pre-tax operating income (using trend-line prices)
Average net assets employed by Noranda Aluminum – New Madrid

- Target is set at a RONA (plan) for upcoming year.
- There will be no payment for this measure unless the RONA plan is achieved.
- Calculation is based on long-term prices for primary metals.
- Linear Formula – No maximum.

IV. Calculation Example:

Example #1:

Return on Net Assets using Trend-Line Prices if RONA (plan) is 27.3%



Example #2:

Return on Net Assets using Trend-Line Prices if RONA (plan) is 27.3%

27.3% → 6.0%

Every .1% RONA increase = .15% increase in percentage payout

27.4 = 6.15%

27.5 = 6.3%

27.6 = 6.45%

27.7 = 6.6%

(No Maximum)

ADMINISTRATION & PAYMENT PROCEDURES FOR Noranda's Variable Compensation Plan

V. Eligibility for the Variable Compensation Plan

- *All permanent employees*

NOT Eligible

- *Employees terminated for cause*
- *Employees who have not worked during the year*
- *Employees who voluntarily leave the company before the annual payment is made*

VI. Timing of Distribution

Annual payments are made as soon as possible after audit and approval of results (no later than March 31).

VII. Calculation of Payment

Based on regular scheduled hours worked at regular hourly rate paid, the following periods are included:

- *Hours paid for training*
- *Holidays*
- *Vacation at regular rate*
- *Bereavement leave*
- *Leave for jury duty*
- *Union business – site related only*
- *Overtime hours worked*

VIII. Periods EXCLUDED

- *Long-term disability*

Earnings EXCLUDED

- *Shift premiums*
- *Saturday and Sunday premiums*
- *Statutory Holiday premiums*
- *Vacation premiums*

IX. SPECIAL PROVISIONS

- A. The Company shall be responsible for the general administration of the Plan and for carrying out the provisions hereof and shall have such powers as may be necessary to carry out the provisions of the Plan.
- B. Nothing in the Plan shall be construed as a commitment or agreement on the part of the Company to continue any eligible employee's employment with the Company or annual base pay of any person for any period, and all eligible employees shall remain subject to discharge to the same extent as if the Plan had never been put into effect.
- C. The obligation of the Company under the Plan to make payments hereunder merely constitute the unsecured promise of the Company to make payments from its general assets as provided herein, and no eligible employee shall have any interest in a lien or prior claim upon any property of the Company.
- D. The provisions of the Plan shall in no event be construed as giving any person, firm, or corporation any legal or equitable right as against the Company, their directors, officers, or employees, except any such rights as are specifically provided for in the Plan or are hereafter created in accordance with the terms and provisions of the Plan.
- E. The Company shall take whatever steps are appropriate for the withholding of taxes from payments made to employees under the Plan. Payments made under the Plan shall not be considered as an increment of an eligible employee's base pay for any purpose including for purpose of determining the amount such person is entitled to receive or have credited to any Variable Compensation Plan, pension or welfare benefit plans which are now or may hereafter be maintained by the Company unless such plan expressly authorizes such inclusion in base pay.
- F. The invalidity or unenforced creditability of any particular provision of the Plan shall not affect any other provision, and the Plan shall be construed as if such invalid or unenforced provision was omitted from the Plan.
- G. The provisions of the Plan shall be governed and construed in accordance with the laws of the State of Missouri.
- H. If there is a dispute between the Company and the Union concerning a plan participant's individual account, the matter shall be referred to the Company's and the Union's Fourth Step Grievance Representatives. Failing satisfactory resolution of the dispute by the Fourth Step representatives, the dispute will be referred to arbitration per Article 8 of the Collective Bargaining Agreement.

- I. If there is a dispute between the parties concerning the application of the Variable Compensation Plan, the matter shall be referred to Noranda Aluminum's Vice President of Finance or his designated representative and the Union's United Steelworkers of America International Representative or his designated representative. Failing satisfactory resolution of the dispute, the representatives shall refer the matter to a mutually agreed third party for final and binding resolution.

Stephen J. Heddle
President - Primary Products
Noranda Aluminum, Inc.

Jim Ash
Staff Representative
United Steelworkers of America

APPENDIX "G"

12-Hour Shift Proposal

The Company and the Union agree that twelve hour work schedules will be suitable as an alternative to the 21-turn schedule in all departments. A vote of at least 65% of the affected employees in a department will be necessary for a trial period of six (6) months and 65% in order for the schedule to be implemented on a full-time basis. Following implementation, to discontinue the twelve hour work schedule, a vote of at least 65% of the affected employees is required.

Should either the Company or the Union experience problems with the 12 hour shift schedule, they will meet to seek a resolution. If agreement cannot be reached, both parties reserve the right to terminate the 12 hour shift schedule upon giving 60 days' written notice.

Noranda Aluminum, Inc.
12 Hour Shift Schedule
2003

 Holidays

				Holidays							
DAY	NIGHT	OFF	OFF								
H	J	I	K	MONDAY	2/24	4/21	6/16	8/11	10/6	12/1	
H	I	J	K	TUESDAY	2/25	4/22	6/17	8/12	10/7	12/2	
H	I	J	K	WEDNESDAY	1/1	2/26	4/23	6/18	8/13	10/8	12/3
H	I	J	K	THURSDAY	1/2	2/27	4/24	6/19	8/14	10/9	12/4
J	K	I	H	FRIDAY	1/3	2/28	4/25	6/20	8/15	10/10	12/5
J	K	I	H	SATURDAY	1/4	3/1	4/26	6/21	8/16	10/11	12/6
J	K	I	H	SUNDAY	1/5	3/2	4/27	6/22	8/17	10/12	12/7
I	K	J	H	MONDAY	1/6	3/3	4/28	6/23	8/18	10/13	12/8
I	J	K	H	TUESDAY	1/7	3/4	4/29	6/24	8/19	10/14	12/9
I	J	K	H	WEDNESDAY	1/8	3/5	4/30	6/25	8/20	10/15	12/10
I	J	K	H	THURSDAY	1/9	3/6	5/1	6/26	8/21	10/16	12/11
K	H	J	I	FRIDAY	1/10	3/7	5/2	6/27	8/22	10/17	12/12
K	H	J	I	SATURDAY	1/11	3/8	5/3	6/28	8/23	10/18	12/13
K	H	J	I	SUNDAY	1/12	3/9	5/4	6/29	8/24	10/19	12/14
J	H	K	I	MONDAY	1/13	3/10	5/5	6/30	8/25	10/20	12/15
J	K	H	I	TUESDAY	1/14	3/11	5/6	7/1	8/26	10/21	12/16
J	K	H	I	WEDNESDAY	1/15	3/12	5/7	7/2	8/27	10/22	12/17
J	K	H	I	THURSDAY	1/16	3/13	5/8	7/3	8/28	10/23	12/18
H	I	K	J	FRIDAY	1/17	3/14	5/9	7/4	8/29	10/24	12/19
H	I	K	J	SATURDAY	1/18	3/15	5/10	7/5	8/30	10/25	12/20
H	I	K	J	SUNDAY	1/19	3/16	5/11	7/6	8/31	10/26	12/21
K	I	H	J	MONDAY	1/20	3/17	5/12	7/7	9/1	10/27	12/22
K	H	I	J	TUESDAY	1/21	3/18	5/13	7/8	9/2	10/28	12/23
K	H	I	J	WEDNESDAY	1/22	3/19	5/14	7/9	9/3	10/29	12/24
K	H	I	J	THURSDAY	1/23	3/20	5/15	7/10	9/4	10/30	12/25
I	J	H	K	FRIDAY	1/24	3/21	5/16	7/11	9/5	10/31	12/26
I	J	H	K	SATURDAY	1/25	3/22	5/17	7/12	9/6	11/1	12/27
I	J	H	K	SUNDAY	1/26	3/23	5/18	7/13	9/7	11/2	12/28
I	J	I	K	MONDAY	1/27	3/24	5/19	7/14	9/8	11/3	12/29
I	I	J	K	TUESDAY	1/28	3/25	5/20	7/15	9/9	11/4	12/30
I	I	J	K	WEDNESDAY	1/29	3/26	5/21	7/16	9/10	11/5	12/31
I	I	J	K	THURSDAY	1/30	3/27	5/22	7/17	9/11	11/6	
K	I	H	FRIDAY	1/31	3/28	5/23	7/18	9/12	11/7		
K	I	H	SATURDAY	2/1	3/29	5/24	7/19	9/13	11/8		
K	I	H	SUNDAY	2/2	3/30	5/25	7/20	9/14	11/9		
K	J	H	MONDAY	2/3	3/31	5/26	7/21	9/15	11/10		
J	K	H	TUESDAY	2/4	4/1	5/27	7/22	9/16	11/11		
J	K	H	WEDNESDAY	2/5	4/2	5/28	7/23	9/17	11/12		
J	K	H	THURSDAY	2/6	4/3	5/29	7/24	9/18	11/13		
H	J	I	FRIDAY	2/7	4/4	5/30	7/25	9/19	11/14		
H	J	I	SATURDAY	2/8	4/5	5/31	7/26	9/20	11/15		
H	J	I	SUNDAY	2/9	4/6	6/1	7/27	9/21	11/16		
H	K	I	MONDAY	2/10	4/7	6/2	7/28	9/22	11/17		
K	H	I	TUESDAY	2/11	4/8	6/3	7/29	9/23	11/18		
K	H	I	WEDNESDAY	2/12	4/9	6/4	7/30	9/24	11/19		
K	H	I	THURSDAY	2/13	4/10	6/5	7/31	9/25	11/20		
I	K	J	FRIDAY	2/14	4/11	6/6	8/1	9/26	11/21		
I	K	J	SATURDAY	2/15	4/12	6/7	8/2	9/27	11/22		
I	K	J	SUNDAY	2/16	4/13	6/8	8/3	9/28	11/23		
I	H	J	MONDAY	2/17	4/14	6/9	8/4	9/29	11/24		
H	I	J	TUESDAY	2/18	4/15	6/10	8/5	9/30	11/25		
H	I	J	WEDNESDAY	2/19	4/16	6/11	8/6	10/1	11/26		
H	I	J	THURSDAY	2/20	4/17	6/12	8/7	10/2	11/27		
J	H	K	FRIDAY	2/21	4/18	6/13	8/8	10/3	11/28		
J	H	K	SATURDAY	2/22	4/19	6/14	8/9	10/4	11/29		
J	H	K	SUNDAY	2/23	4/20	6/15	8/10	10/5	11/30		

ME: DAY (6am-6pm or 6:30am-6:30pm or 7am-7pm) NIGHT (6pm-6am or 6:30pm-6:30am)

Noranda Aluminum, Inc.
12 Hour Shift Schedule
2004

Holidays

DAY	NIGHT	OFF	OFF							
H	J	I	K	MONDAY	2/23	4/19	6/14	8/9	10/4	11/29
H	I	J	K	TUESDAY	2/24	4/20	6/15	8/10	10/5	11/30
H	I	J	K	WEDNESDAY	2/25	4/21	6/16	8/11	10/6	12/1
H	I	J	K	THURSDAY	1/1	2/26	4/22	6/17	8/12	10/7
J	K	I	H	FRIDAY	1/2	2/27	4/23	6/18	8/13	10/8
J	K	I	H	SATURDAY	1/3	2/28	4/24	6/19	8/14	10/9
J	K	I	H	SUNDAY	1/4	2/29	4/25	6/20	8/15	10/10
I	K	J	H	MONDAY	1/5	3/1	4/26	6/21	8/16	10/11
I	J	K	H	TUESDAY	1/6	3/2	4/27	6/22	8/17	10/12
I	J	K	H	WEDNESDAY	1/7	3/3	4/28	6/23	8/18	10/13
I	J	K	H	THURSDAY	1/8	3/4	4/29	6/24	8/19	10/14
K	H	J	I	FRIDAY	1/9	3/5	4/30	6/25	8/20	10/15
K	H	J	I	SATURDAY	1/10	3/6	5/1	6/26	8/21	10/16
K	H	J	I	SUNDAY	1/11	3/7	5/2	6/27	8/22	10/17
J	H	K	I	MONDAY	1/12	3/8	5/3	6/28	8/23	10/18
J	K	H	I	TUESDAY	1/13	3/9	5/4	6/29	8/24	10/19
J	K	H	I	WEDNESDAY	1/14	3/10	5/5	6/30	8/25	10/20
J	K	H	I	THURSDAY	1/15	3/11	5/6	7/1	8/26	10/21
H	I	K	J	FRIDAY	1/16	3/12	5/7	7/2	8/27	10/22
H	I	K	J	SATURDAY	1/17	3/13	5/8	7/3	8/28	10/23
H	I	K	J	SUNDAY	1/18	3/14	5/9	7/4	8/29	10/24
K	I	H	J	MONDAY	1/19	3/15	5/10	7/5	8/30	10/25
K	H	I	J	TUESDAY	1/20	3/16	5/11	7/6	8/31	10/26
K	H	I	J	WEDNESDAY	1/21	3/17	5/12	7/7	9/1	10/27
K	H	I	J	THURSDAY	1/22	3/18	5/13	7/8	9/2	10/28
I	J	H	K	FRIDAY	1/23	3/19	5/14	7/9	9/3	10/29
I	J	H	K	SATURDAY	1/24	3/20	5/15	7/10	9/4	10/30
I	J	H	K	SUNDAY	1/25	3/21	5/16	7/11	9/5	10/31
H	J	I	K	MONDAY	1/26	3/22	5/17	7/12	9/6	11/1
H	I	J	K	TUESDAY	1/27	3/23	5/18	7/13	9/7	11/2
H	I	J	K	WEDNESDAY	1/28	3/24	5/19	7/14	9/8	11/3
H	I	J	K	THURSDAY	1/29	3/25	5/20	7/15	9/9	11/4
I	K	I	H	FRIDAY	1/30	3/26	5/21	7/16	9/10	11/5
I	K	I	H	SATURDAY	1/31	3/27	5/22	7/17	9/11	11/6
K	I	H	J	SUNDAY	2/1	3/28	5/23	7/18	9/12	11/7
K	J	H	I	MONDAY	2/2	3/29	5/24	7/19	9/13	11/8
J	K	H	I	TUESDAY	2/3	3/30	5/25	7/20	9/14	11/9
J	K	H	I	WEDNESDAY	2/4	3/31	5/26	7/21	9/15	11/10
J	K	H	I	THURSDAY	2/5	4/1	5/27	7/22	9/16	11/11
H	J	I	K	FRIDAY	2/6	4/2	5/28	7/23	9/17	11/12
H	J	I	K	SATURDAY	2/7	4/3	5/29	7/24	9/18	11/13
H	J	I	K	SUNDAY	2/8	4/4	5/30	7/25	9/19	11/14
H	K	I	J	MONDAY	2/9	4/5	5/31	7/26	9/20	11/15
K	H	I	J	TUESDAY	2/10	4/6	6/1	7/27	9/21	11/16
K	H	I	J	WEDNESDAY	2/11	4/7	6/2	7/28	9/22	11/17
K	H	I	J	THURSDAY	2/12	4/8	6/3	7/29	9/23	11/18
I	K	J	H	FRIDAY	2/13	4/9	6/4	7/30	9/24	11/19
I	K	J	H	SATURDAY	2/14	4/10	6/5	7/31	9/25	11/20
I	K	J	H	SUNDAY	2/15	4/11	6/6	8/1	9/26	11/21
I	H	J	K	MONDAY	2/16	4/12	6/7	8/2	9/27	11/22
H	I	J	K	TUESDAY	2/17	4/13	6/8	8/3	9/28	11/23
H	I	J	K	WEDNESDAY	2/18	4/14	6/9	8/4	9/29	11/24
H	I	J	K	THURSDAY	2/19	4/15	6/10	8/5	9/30	11/25
J	H	K	I	FRIDAY	2/20	4/16	6/11	8/6	10/1	11/26
J	H	K	I	SATURDAY	2/21	4/17	6/12	8/7	10/2	11/27
J	H	K	I	SUNDAY	2/22	4/18	6/13	8/8	10/3	11/28

IME: DAY (6am-6pm or 6:30am-6:30pm or 7am-7pm) NIGHT (6pm-6am or 6:30pm-6:30am or 7pm-7am)

Noranda Aluminum, Inc.
12 Hour Shift Schedule
2005

Holidays

DAY	NIGHT	OFF	OFF							
H	J	I	K	MONDAY	2/21	4/18	6/13	8/8	10/3	11/28
H	I	J	K	TUESDAY	2/22	4/19	6/14	8/9	10/4	11/29
H	I	J	K	WEDNESDAY	2/23	4/20	6/15	8/10	10/5	11/30
H	I	J	K	THURSDAY	2/24	4/21	6/16	8/11	10/6	12/1
J	K	I	H	FRIDAY	2/25	4/22	6/17	8/12	10/7	12/2
J	K	I	H	SATURDAY	1/1	2/26	4/23	6/18	8/13	10/8
J	K	I	H	SUNDAY	1/2	2/27	4/24	6/19	8/14	10/9
I	K	J	H	MONDAY	1/3	2/28	4/25	6/20	8/15	10/10
I	J	K	H	TUESDAY	1/4	3/1	4/26	6/21	8/16	10/11
I	J	K	H	WEDNESDAY	1/5	3/2	4/27	6/22	8/17	10/12
I	J	K	H	THURSDAY	1/6	3/3	4/28	6/23	8/18	10/13
K	H	J	I	FRIDAY	1/7	3/4	4/29	6/24	8/19	10/14
K	H	J	I	SATURDAY	1/8	3/5	4/30	6/25	8/20	10/15
K	H	J	I	SUNDAY	1/9	3/6	5/1	6/26	8/21	10/16
J	H	K	I	MONDAY	1/10	3/7	5/2	6/27	8/22	10/17
J	K	H	I	TUESDAY	1/11	3/8	5/3	6/28	8/23	10/18
J	K	H	I	WEDNESDAY	1/12	3/9	5/4	6/29	8/24	10/19
J	K	H	I	THURSDAY	1/13	3/10	5/5	6/30	8/25	10/20
H	I	K	J	FRIDAY	1/14	3/11	5/6	7/1	8/26	10/21
H	I	K	J	SATURDAY	1/15	3/12	5/7	7/2	8/27	10/22
H	I	K	J	SUNDAY	1/16	3/13	5/8	7/3	8/28	10/23
K	I	H	J	MONDAY	1/17	3/14	5/9	7/4	8/29	10/24
K	H	I	J	TUESDAY	1/18	3/15	5/10	7/5	8/30	10/25
K	H	I	J	WEDNESDAY	1/19	3/16	5/11	7/6	8/31	10/26
K	H	I	J	THURSDAY	1/20	3/17	5/12	7/7	9/1	10/27
I	J	H	K	FRIDAY	1/21	3/18	5/13	7/8	9/2	10/28
I	J	H	K	SATURDAY	1/22	3/19	5/14	7/9	9/3	10/29
I	J	H	K	SUNDAY	1/23	3/20	5/15	7/10	9/4	10/30
H	J	I	K	MONDAY	1/24	3/21	5/16	7/11	9/5	10/31
H	I	J	K	TUESDAY	1/25	3/22	5/17	7/12	9/6	11/1
H	I	J	K	WEDNESDAY	1/26	3/23	5/18	7/13	9/7	11/2
H	I	J	K	THURSDAY	1/27	3/24	5/19	7/14	9/8	11/3
J	K	I	H	FRIDAY	1/28	3/25	5/20	7/15	9/9	11/4
J	K	I	H	SATURDAY	1/29	3/26	5/21	7/16	9/10	11/5
J	K	I	H	SUNDAY	1/30	3/27	5/22	7/17	9/11	11/6
I	K	J	H	MONDAY	1/31	3/28	5/23	7/18	9/12	11/7
J	K	H	I	TUESDAY	2/1	3/29	5/24	7/19	9/13	11/8
J	K	H	I	WEDNESDAY	2/2	3/30	5/25	7/20	9/14	11/9
J	K	H	I	THURSDAY	2/3	3/31	5/26	7/21	9/15	11/10
H	J	I	K	FRIDAY	2/4	4/1	5/27	7/22	9/16	11/11
H	J	I	K	SATURDAY	2/5	4/2	5/28	7/23	9/17	11/12
H	J	I	K	SUNDAY	2/6	4/3	5/29	7/24	9/18	11/13
H	K	I	J	MONDAY	2/7	4/4	5/30	7/25	9/19	11/14
K	H	I	J	TUESDAY	2/8	4/5	5/31	7/26	9/20	11/15
K	H	I	J	WEDNESDAY	2/9	4/6	6/1	7/27	9/21	11/16
K	H	I	J	THURSDAY	2/10	4/7	6/2	7/28	9/22	11/17
I	K	J	H	FRIDAY	2/11	4/8	6/3	7/29	9/23	11/18
I	K	J	H	SATURDAY	2/12	4/9	6/4	7/30	9/24	11/19
I	K	J	H	SUNDAY	2/13	4/10	6/5	7/31	9/25	11/20
I	H	J	K	MONDAY	2/14	4/11	6/6	8/1	9/26	11/21
H	I	J	K	TUESDAY	2/15	4/12	6/7	8/2	9/27	11/22
H	I	J	K	WEDNESDAY	2/16	4/13	6/8	8/3	9/28	11/23
H	I	J	K	THURSDAY	2/17	4/14	6/9	8/4	9/29	11/24
J	H	K	I	FRIDAY	2/18	4/15	6/10	8/5	9/30	11/25
J	H	K	I	SATURDAY	2/19	4/16	6/11	8/6	10/1	11/26
J	H	K	I	SUNDAY	2/20	4/17	6/12	8/7	10/2	11/27

TIME: DAY (6am-6pm or 6:30am-6:30pm or 7am-7pm) NIGHT (6pm-6am or 6:30pm-6:30am or 7pm-7am)

Noranda Aluminum, Inc.
12 Hour Shift Schedule
2006

Holidays

DAY	NIGHT	OFF	OFF							
H	J	I	K	MONDAY	2/20	4/17	6/12	8/7	10/2	11/27
H	I	J	K	TUESDAY	2/21	4/18	6/13	8/8	10/3	11/28
H	I	J	K	WEDNESDAY	2/22	4/19	6/14	8/9	10/4	11/29
H	I	J	K	THURSDAY	2/23	4/20	6/15	8/10	10/5	11/30
J	K	I	H	FRIDAY	2/24	4/21	6/16	8/11	10/6	12/1
J	K	I	H	SATURDAY	2/25	4/22	6/17	8/12	10/7	12/2
J	K	I	H	SUNDAY	1/1	2/26	4/23	6/18	8/13	10/8
I	K	J	H	MONDAY	1/2	2/27	4/24	6/19	8/14	10/9
I	J	K	H	TUESDAY	1/3	2/28	4/25	6/20	8/15	10/10
I	J	K	H	WEDNESDAY	1/4	3/1	4/26	6/21	8/16	10/11
I	J	K	H	THURSDAY	1/5	3/2	4/27	6/22	8/17	10/12
K	H	J	I	FRIDAY	1/6	3/3	4/28	6/23	8/18	10/13
K	H	J	I	SATURDAY	1/7	3/4	4/29	6/24	8/19	10/14
K	H	J	I	SUNDAY	1/8	3/5	4/30	6/25	8/20	10/15
J	H	K	I	MONDAY	1/9	3/6	5/1	6/26	8/21	10/16
J	K	H	I	TUESDAY	1/10	3/7	5/2	6/27	8/22	10/17
J	K	H	I	WEDNESDAY	1/11	3/8	5/3	6/28	8/23	10/18
J	K	H	I	THURSDAY	1/12	3/9	5/4	6/29	8/24	10/19
H	I	K	J	FRIDAY	1/13	3/10	5/5	6/30	8/25	10/20
H	I	K	J	SATURDAY	1/14	3/11	5/6	7/1	8/26	10/21
H	I	K	J	SUNDAY	1/15	3/12	5/7	7/2	8/27	10/22
K	I	H	J	MONDAY	1/16	3/13	5/8	7/3	8/28	10/23
K	H	I	J	TUESDAY	1/17	3/14	5/9	7/4	8/29	10/24
K	H	I	J	WEDNESDAY	1/18	3/15	5/10	7/5	8/30	10/25
K	H	I	J	THURSDAY	1/19	3/16	5/11	7/6	8/31	10/26
I	J	H	K	FRIDAY	1/20	3/17	5/12	7/7	9/1	10/27
I	J	H	K	SATURDAY	1/21	3/18	5/13	7/8	9/2	10/28
I	J	H	K	SUNDAY	1/22	3/19	5/14	7/9	9/3	10/29
H	J	I	K	MONDAY	1/23	3/20	5/15	7/10	9/4	10/30
H	I	J	K	TUESDAY	1/24	3/21	5/16	7/11	9/5	10/31
H	I	J	K	WEDNESDAY	1/25	3/22	5/17	7/12	9/6	11/1
H	I	J	K	THURSDAY	1/26	3/23	5/18	7/13	9/7	11/2
J	K	I	H	FRIDAY	1/27	3/24	5/19	7/14	9/8	11/3
J	K	I	H	SATURDAY	1/28	3/25	5/20	7/15	9/9	11/4
J	K	I	H	SUNDAY	1/29	3/26	5/21	7/16	9/10	11/5
I	K	J	H	MONDAY	1/30	3/27	5/22	7/17	9/11	11/6
I	J	K	H	TUESDAY	1/31	3/28	5/23	7/18	9/12	11/7
I	J	K	H	WEDNESDAY	2/1	3/29	5/24	7/19	9/13	11/8
I	J	K	H	THURSDAY	2/2	3/30	5/25	7/20	9/14	11/9
K	H	J	I	FRIDAY	2/3	3/31	5/26	7/21	9/15	11/10
K	H	J	I	SATURDAY	2/4	4/1	5/27	7/22	9/16	11/11
K	H	J	I	SUNDAY	2/5	4/2	5/28	7/23	9/17	11/12
H	K	I		MONDAY	2/6	4/3	5/29	7/24	9/18	11/13
K	H	I		TUESDAY	2/7	4/4	5/30	7/25	9/19	11/14
K	H	I		WEDNESDAY	2/8	4/5	5/31	7/26	9/20	11/15
K	H	I		THURSDAY	2/9	4/6	6/1	7/27	9/21	11/16
I	K	J		FRIDAY	2/10	4/7	6/2	7/28	9/22	11/17
I	K	J		SATURDAY	2/11	4/8	6/3	7/29	9/23	11/18
I	K	J		SUNDAY	2/12	4/9	6/4	7/30	9/24	11/19
I	H	J		MONDAY	2/13	4/10	6/5	7/31	9/25	11/20
H	I	J		TUESDAY	2/14	4/11	6/6	8/1	9/26	11/21
H	I	J		WEDNESDAY	2/15	4/12	6/7	8/2	9/27	11/22
H	I	J		THURSDAY	2/16	4/13	6/8	8/3	9/28	11/23
J	H	K		FRIDAY	2/17	4/14	6/9	8/4	9/29	11/24
J	H	K		SATURDAY	2/18	4/15	6/10	8/5	9/30	11/25
J	H	K		SUNDAY	2/19	4/16	6/11	8/6	10/1	11/26


TIME: DAY (6am-6pm or 6:30am-6:30pm or 7am-7pm) NIGHT (6pm-6am or 6:30pm-6:30am or 7pm-7am)

Noranda Aluminium, Inc.
12 Hour Shift Schedule
2007

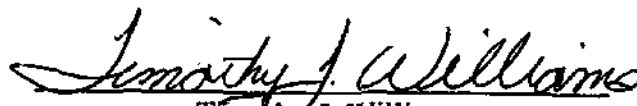
Holidays

				Holidays							
DAY	NIGHT	OFF	OFF								
H	J	I	K	MONDAY	1/1	2/26	4/23	6/18	8/13	10/8	12/3
H	I	J	K	TUESDAY	1/2	2/27	4/24	6/19	8/14	10/9	12/4
H	I	J	K	WEDNESDAY	1/3	2/28	4/25	6/20	8/15	10/10	12/5
H	I	J	K	THURSDAY	1/4	3/1	4/26	6/21	8/16	10/11	12/6
J	K	I	H	FRIDAY	1/5	3/2	4/27	6/22	8/17	10/12	12/7
J	K	I	H	SATURDAY	1/6	3/3	4/28	6/23	8/18	10/13	12/8
J	K	I	H	SUNDAY	1/7	3/4	4/29	6/24	8/19	10/14	12/9
I	K	J	H	MONDAY	1/8	3/5	4/30	6/25	8/20	10/15	12/10
I	J	K	H	TUESDAY	1/9	3/6	5/1	6/26	8/21	10/16	12/11
I	J	K	H	WEDNESDAY	1/10	3/7	5/2	6/27	8/22	10/17	12/12
I	J	K	H	THURSDAY	1/11	3/8	5/3	6/28	8/23	10/18	12/13
K	H	J	I	FRIDAY	1/12	3/9	5/4	6/29	8/24	10/19	12/14
K	H	J	I	SATURDAY	1/13	3/10	5/5	6/30	8/25	10/20	12/15
K	H	J	I	SUNDAY	1/14	3/11	5/6	7/1	8/26	10/21	12/16
J	H	K	I	MONDAY	1/15	3/12	5/7	7/2	8/27	10/22	12/17
J	K	H	I	TUESDAY	1/16	3/13	5/8	7/3	8/28	10/23	12/18
J	K	H	I	WEDNESDAY	1/17	3/14	5/9	7/4	8/29	10/24	12/19
J	K	H	I	THURSDAY	1/18	3/15	5/10	7/5	8/30	10/25	12/20
H	I	K	J	FRIDAY	1/19	3/16	5/11	7/6	8/31	10/26	12/21
H	I	K	J	SATURDAY	1/20	3/17	5/12	7/7	9/1	10/27	12/22
H	I	K	J	SUNDAY	1/21	3/18	5/13	7/8	9/2	10/28	12/23
K	I	H	J	MONDAY	1/22	3/19	5/14	7/9	9/3	10/29	12/24
K	H	I	J	TUESDAY	1/23	3/20	5/15	7/10	9/4	10/30	12/25
K	H	I	J	WEDNESDAY	1/24	3/21	5/16	7/11	9/5	10/31	12/26
K	H	I	J	THURSDAY	1/25	3/22	5/17	7/12	9/6	11/1	12/27
I	J	H	K	FRIDAY	1/26	3/23	5/18	7/13	9/7	11/2	12/28
I	J	H	K	SATURDAY	1/27	3/24	5/19	7/14	9/8	11/3	12/29
I	J	H	K	SUNDAY	1/28	3/25	5/20	7/15	9/9	11/4	12/30
H	J	I	K	MONDAY	1/29	3/26	5/21	7/16	9/10	11/5	12/31
H	I	J	K	TUESDAY	1/30	3/27	5/22	7/17	9/11	11/6	
H	I	J	K	WEDNESDAY	1/31	3/28	5/23	7/18	9/12	11/7	
H	I	J	K	THURSDAY	2/1	3/29	5/24	7/19	9/13	11/8	
J	K	I	H	FRIDAY	2/2	3/30	5/25	7/20	9/14	11/9	
J	K	I	H	SATURDAY	2/3	3/31	5/26	7/21	9/15	11/10	
J	K	I	H	SUNDAY	2/4	4/1	5/27	7/22	9/16	11/11	
I	K	J	H	MONDAY	2/5	4/2	5/28	7/23	9/17	11/12	
I	J	K	H	TUESDAY	2/6	4/3	5/29	7/24	9/18	11/13	
I	J	K	H	WEDNESDAY	2/7	4/4	5/30	7/25	9/19	11/14	
I	J	K	H	THURSDAY	2/8	4/5	5/31	7/26	9/20	11/15	
K	H	J	I	FRIDAY	2/9	4/6	6/1	7/27	9/21	11/16	
K	H	J	I	SATURDAY	2/10	4/7	6/2	7/28	9/22	11/17	
K	H	J	I	SUNDAY	2/11	4/8	6/3	7/29	9/23	11/18	
J	H	K	I	MONDAY	2/12	4/9	6/4	7/30	9/24	11/19	
J	K	H	I	TUESDAY	2/13	4/10	6/5	7/31	9/25	11/20	
J	K	H	I	WEDNESDAY	2/14	4/11	6/6	8/1	9/26	11/21	
J	K	H	I	THURSDAY	2/15	4/12	6/7	8/2	9/27	11/22	
H	I	K	J	FRIDAY	2/16	4/13	6/8	8/3	9/28	11/23	
H	I	K	J	SATURDAY	2/17	4/14	6/9	8/4	9/29	11/24	
H	I	K	J	SUNDAY	2/18	4/15	6/10	8/5	9/30	11/25	
K	I	H	J	MONDAY	2/19	4/16	6/11	8/6	10/1	11/26	
K	H	I	J	TUESDAY	2/20	4/17	6/12	8/7	10/2	11/27	
K	H	I	J	WEDNESDAY	2/21	4/18	6/13	8/8	10/3	11/28	
K	H	I	J	THURSDAY	2/22	4/19	6/14	8/9	10/4	11/29	
I	J	H	K	FRIDAY	2/23	4/20	6/15	8/10	10/5	11/30	
I	J	H	K	SATURDAY	2/24	4/21	6/16	8/11	10/6	12/1	
I	J	H	K	SUNDAY	2/25	4/22	6/17	8/12	10/7	12/2	

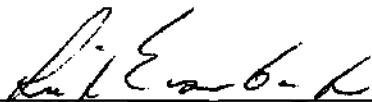
TIME: DAY (6am-6pm or 6:30am-6:30pm or 7am-7pm) NIGHT (6pm-6am or 6:30pm-6:30am or 7pm-7am)



Stephen J. Heddle
President - Primary Products

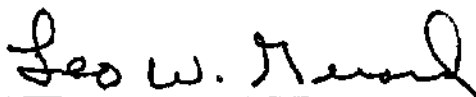


Timothy J. Williams
Director of Human Resources



Rick Eisenbach
Superintendent Employee Relations & Security

UNITED STEELWORKERS OF AMERICA,
A.F.L.-C.I.O.-C.L.C.
DISTRICT #11, LOCAL 7686



Leo W. Gerard, President



Leon Lynch, Vice President
(Human Affairs)



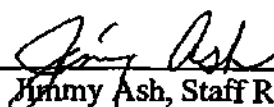
Andrew Palm, Vice President
(Administration)



James D. English, Secretary-Treasurer



David A. Foster, District Director



Jimmy Ash, Staff Representative

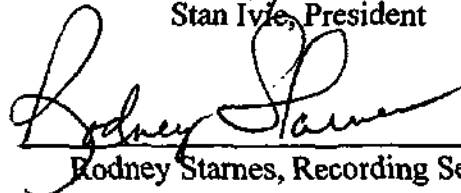
On behalf of Local 7686




Stan Ivie, President



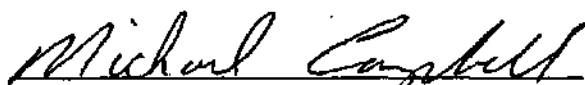
Curtis Burch, Vice-President



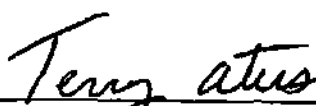
Rodney Starnes, Recording Secretary



Ronny Marks, Financial Secretary



Michael Campbell, Chief Steward



Terry Aiers, Treasurer